

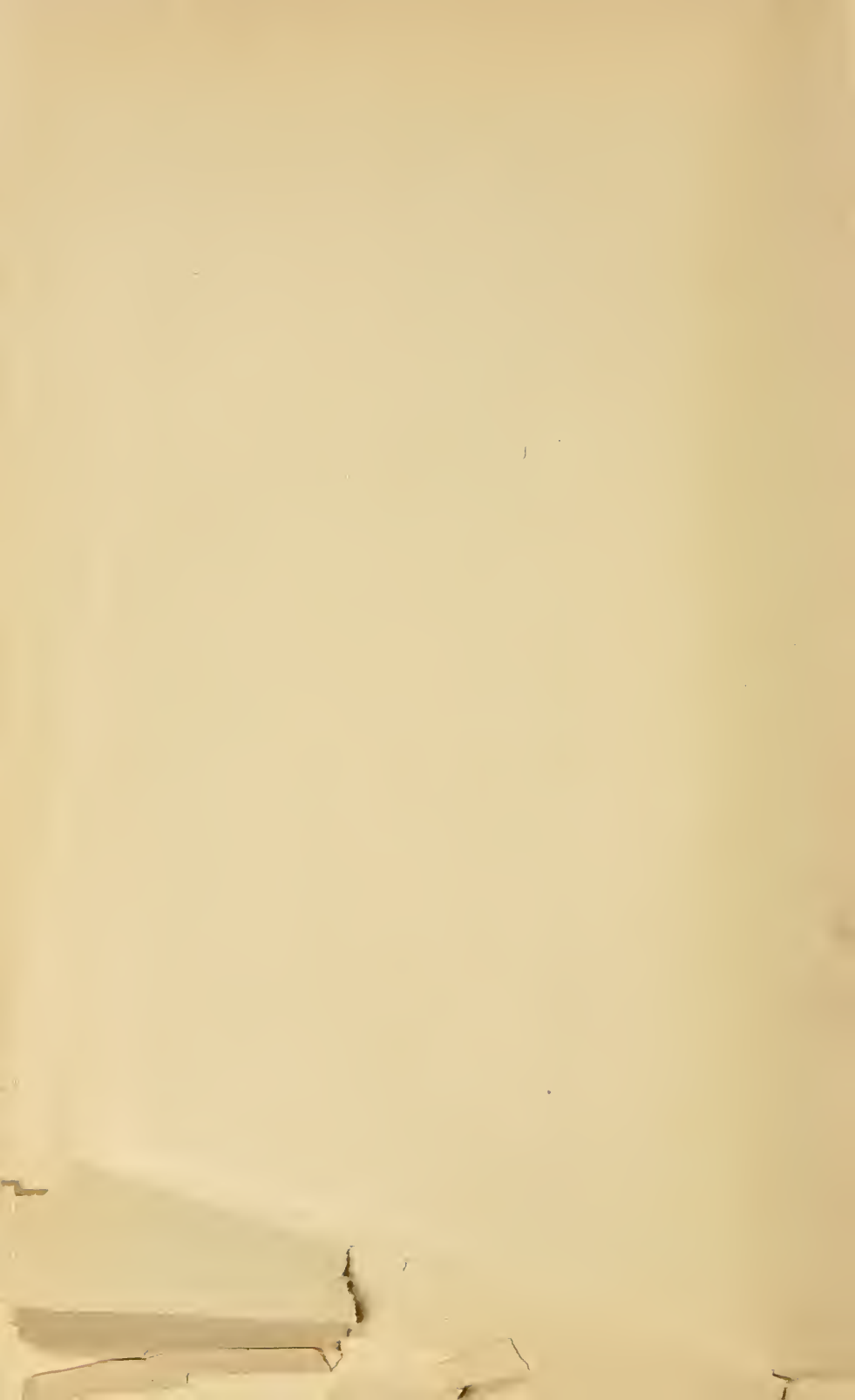






NEW HARLEM VILLAGE, 1765, VIEWED FROM MORRISANIA.

ONE HUNDRED AND TWENTY-FIFTH STREET NOW MARKS THE SITE OF THE VILLAGE,—RANDALL'S ISLAND ON LEFT.
(From a copy, made for Mr. George H. Moore, Librarian of the New York Historical Society, of an original drawing in the British Museum.)



NEW HARLEM

PAST AND PRESENT

*The Story of an Amazing Civic Wrong,
Now at Last to be Righted.*

BY CARL HORTON PIERCE.

WITH A REVIEW OF THE PRINCIPLES OF LAW INVOLVED IN THE
RECOVERY OF THE HARLEM LANDS

BY WILLIAM PENNINGTON TOLER

AND

HARMON DE PAU NUTTING,

Members of the New York Bar.

PROFUSELY ILLUSTRATED.



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PREFACE.

THE purpose with which this book has been prepared is suggested by its sub-title. The volume has been written to prove that the Town of New Harlem has not been effectively erased from the map; that there is not only a "past" but a "present" New Harlem; that the most extraordinary civic injustice in the history of the American commonwealth is at last to stand, stripped of its giant's robe, before the tribunal of American law.

It is difficult to state, in even moderate terms, the titanic dimensions of the enterprise of which this book forms a part, without the appearance of sensationalism. It is not possible to question the status of the title to nearly half of Manhattan Island, in the heart of the greatest city of the Western Hemisphere, without seeming to seek notoriety. The challenge scarcely has a precedent in the history of the world.

But neither the obstacles which preceded, nor those which are likely to result from this challenge, can modify the determination of those who have set themselves to right a great wrong by exploiting the truth. And truth was never compassed with greater difficulty, with more disheartening drawbacks, or in the face of more emphatic predictions of failure.

To vindicate the rights of the Town of New Harlem some seventy years after its last recorded meetings were held; to restore to the descendants of its incorporators the land given to their forefathers, and held by those forefathers through pioneer perils and hardships, is a task requiring unusual courage and resources.

The coming of this issue was prepared by events. New

Harlem's undivided lands, millions in value to-day, were taken from her, her identity shadowed and for nearly a century blotted out, her records of ownership stolen, hidden, destroyed, and her chances for recognition and recompense seemingly trodden under the heavy heel of private and corporate greed. Individuals who tried to fight single handed, met with disheartening defeat. The courts did not give the open sesame. It was not their business to do so. The one commanding voice was believed to be forever silenced,—the voice of the Town itself. The original townsmen were dead, the town records "missing," and the lands in the possession and occupancy of strangers.

The Town was not dead, however, but sleeping. Corporations do not die in the death of their original members. But the heirs to its rights and its property were scattered over the face of the earth. In all probability they would number,—a guess would have made them twenty thousand. If these could be located and gathered, their lineage proved, if their voices could be heard,—what then? The ordinary imagination was staggered at the very thought of evoking such a miracle. The task looked so stupendous, so far beyond human likelihood of success, that even the most cautious of legal minds counted upon its impossibility, and were willing to say,—“the title is clear, but recovery impossible,”

At a time when it seemed that even the controversy was a memory, when stolen books that told too much were no longer officially missed, the leader, Mr. Henry Pennington Toler, for whom the situation had waited so many scores of years, saw in this opportunity the call of his life. The very vastness of the problem incited, rather than deterred, a man hating injustice under whatever guise. The hazard of tracing, proving and gathering together twenty thousand descendants of the Patentees served but to hasten his entrance upon the task. For two years, under his direction, by means of an ingenious genealogical system, a large force of workers, delving and

traveling as exigency might demand, has striven steadfastly for the accomplishment of a great purpose. It was found that there were twenty thousand heirs,—that there were thirty and even forty thousand heirs or descendants of the twenty-three original patentees of the Town of New Harlem. The rightful members of this Corporation, the real owners of the undivided lands, are now known; their names and addresses are carefully compiled and securely guarded. This righteous enterprise has bridged the mighty chasm created by the absence of the long lost records, and at this writing its projector stands with full grasp upon the most extraordinary situation ever brought about by either the cupidity or the stupidity of a free people.

The Town of New Harlem is to come into its own. It was never legally merged into the City of New York. Its boundaries are fixed by irrefutable patents; its rights entrenched in the constitutional inviolability of a Trust.

To tell the story of the Town is the purpose of the chapters immediately following. The author of these pages has chosen in this brief space to set forth those features of Harlem's history which might not only lead up to the legal questions at issue, but illuminate the domestic and social life of an interesting period. Details, humble in themselves, have seemed to have a significance that gives them a right to a place in the story.

Following the narrative is a legal review of New Harlem's past and present by Messrs. William Pennington Toler and Harmon De Pau Nutting, composing the law firm of Toler & Nutting, into whose keeping Mr. Henry Pennington Toler has placed the legal features of his work. This portion of the volume undertakes the heavy task of reviewing the history of the patents by which New Harlem's status is established, and of citing the decisions of the English Common Law and those of American jurisprudence bearing upon the subject, together with the constitutional and statutory provisions relating to the issues involved.

The author of the narrative chapters is especially indebted to the late James Riker's "Harlem," printed in 1881, in which much has been done towards reproducing the history of the Harlem land titles, a work which is surprisingly scarce at this time. It is hoped that other authorities are duly credited in all instances.

The Appendix contains the charters from the King of England to the Duke of York, commissions to the Colonial Governors, and notes and statutes of the State of New York relating to the confirmation of the Harlem Line, together with genealogical notes and sketches, and information relating to the families of the Harlem patentees, which, it is hoped, may interest not only the many thousands of descendants of these families, but all students of history and of genealogy. With a view of facilitating the examination of the early titles, this volume is provided with a village and a town map, supplemented by full and explicit explanatory keys.

The illustrations include a profusion of views of modern New Harlem, which the publishers believe will serve to reveal curious and beautiful features of the modern community, as well as fix in the reader's mind various points of historic significance in New Harlem's half-told tale.

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NEW HARLEM.

Past and Present.



CHAPTER I.

THE FIRST SETTLERS.

NEW HARLEM was founded by the Dutch two hundred and forty-five years ago, on a site which is now almost the geographical heart of New York City.

Patterning after similar villages in France and England,¹ this little settlement of about twenty families received power to own, buy, sell, or distribute property, elect officers, assess members, build churches, hold court, and govern itself in the exercise of an authority common to corporate towns of the day.

Roughly speaking, between three and four thousand acres, every foot of which is now extremely valuable, was granted to the Corporation,—the “Town of New Harlem,”—whose first settlers broke ground near the foot of 125th Street and the Harlem River on the fourteenth of August, 1658.

Previous attempts to settle the district, which includes all of the northern end of Manhattan Island,² had proved futile.

The pioneer settler in New Harlem was Dr. Johannes de la Montagne, whose personal history was not unlike that of many another pioneer of the same stock who joined in the daring and momentous enterprises by which the Dutch colonies in America were established. Holland, which had protected the Huguenots of France as it had sheltered the Puritans of England, received the parents of Montagne, and the son afterward appears as a medical student under the learned Dr. Heurnius, at Leyden University.

“Montagne,” one of his Dutch comrades at the University is said to have asked the twenty-four-year-old student, “your surname bespeaks rank. Are you any relative of the Montagnes who were so noted in the past century?”

1. Thierry speaks of the *commune* of Amiens, which served as a model for New Harlem, as follows: “It was sovereign, because it had the right of self-government by its proper laws; . . . its power, legislative, administrative and judicial, was delegated to it by a corps of elective magistrates.”
2. The western or land boundary of Harlem, to be more definitely described hereafter, may be roughly represented by a line drawn from the Hudson River, just above Grant’s Tomb, southward to the East River, at the foot of 74th Street.

The young refugee from Saintonge did not choose to exploit the matter of his ancestry, and it does not appear that his associates were able to do more than suspect a distinguished lineage. His demeanor was quiet, his habits energetic. His talents and character won him honors at college, an excellent practice at the "Sign of the Queen of Bohemia," and a good wife.¹

Although successful in his profession, Montagne was not at ease. It may be suspected that his early training and experiences had inculcated a love of religious liberty and a longing for original enterprise, the exercise of which impulses, even in free Holland, was not sufficiently unhampered to gratify radical ambitions. The exiled Puritans had taken up a second journey to the New World. The Huguenot refugees followed their example.

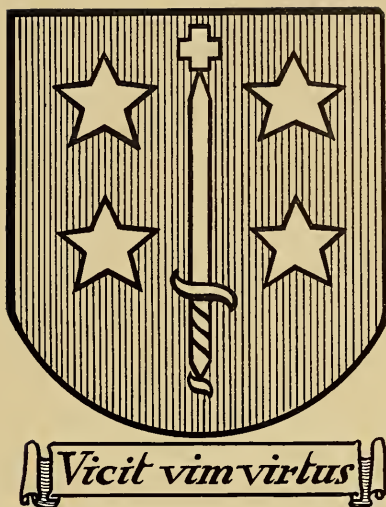
Moreover, Dutch maritime adventure had resulted in the discovery of the Hudson and the planting of a colony in Manhattan Island. There was a clear-shining star in the west for those Sons of Holland and those beneficiaries of her freedom who hungered for new fields. The news and the literature of the time were full of enticement. The vivid descriptions by De Rasieres and De Laet were read with avidity.

To De Rasieres we are indebted for the first account of Manhattan Island by an eyewitness. He writes: "It is full of trees, and, in the middle, rocky, but the north end has good land in two places, where two farmers, each with four horses, would at first have enough to do without much clearing."² What De Rasieres' account lacked in detail, De Laet supplied with extracts from Hudson's and other explorers' journals.

De Laet's "The New World; or a Description of the West Indies," first published in 1625, after speaking in glowing terms of the new country, extolling its "beautiful rivers and bubbling fountains," the excellence of its soil, and the abundance of its timber, fruits, game and fish, urged its readers to leave the fast decaying systems of the Old for the invigorating spirit of the New World, and had this to say of Manhattan, "bordering the Great River of the Mountains:

"The land is excellent and beautiful to the eye, full of noble forest trees and grape-vines; and wanting nothing but the industry and labor of man to render it one of the finest and most fruitful regions in that part of the world.

1. Rachel, sister of Henry and Isaac De Forest, who also lived in Leyden, and early immigrated to Harlem.
2. The allusion here is to the land afterward known as Montagne's Flat and Matje David's Fly. (See map.)



COAT OF ARMS OF HAARLEM, NETHERLAND.

THE COAT OF ARMS OF THE DUTCH CITY OF HAARLEM DATES BACK TO THE CRUSADES. CITIZENS OF THE TOWN ENLISTED UNDER THE BANNER OF THE GERMAN EMPEROR FREDERICK BARBAROSA. BEFORE DAMIATA, AN EGYPTIAN CITY, THE CRUSADEERS WERE CHECKED BY A DEFENSIVE DEVICE, CONSISTING OF SUB-SURFACE CHAINS STRETCHED THROUGHOUT THE HARBOR. THE MEN OF HAARLEM WERE FIRST TO CONSTRUCT A WEAPON OF ASSAULT. THIS BEING FASTENED IN THE PROWS OF THEIR VESSELS, THE CHAINS WERE CUT, AND DAMIATA WAS CAPTURED BY THE CHRISTIANS. IN GRATEFUL RECOGNITION OF THIS SERVICE BY HER CITIZENS, THE EMPEROR AND THE PATRIARCHS OF JERUSALEM JOINED IN BESTOWING UPON THE TOWN OF HAARLEM THE COAT OF ARMS, WITH ITS SIGNIFICANT MOTTO.

"The trees are of wonderful size, fit for buildings and vessels of the largest class. Wild grape-vines and walnut trees are abundant. Maize, or Indian corn, when cultivated, yields a prolific return; and so with several kinds of pulse, as beans of various colors, pumpkins, the finest possible melons and similar fruits. The soil is also found well adapted to wheat and several kinds of grain, as also flax, hemp and other European seeds. Herbaceous plants grow in great variety, bearing splendid flowers, or valuable for their medicinal properties.

"The forests abound in wild animals, especially the deer kind; with other quadrupeds indigenous to this part of the country. Quantities of birds, large and small, frequent the rivers, lakes and forests, with plumage of great elegance and variety of colors. Superior turkey-cocks are taken in winter, very fat, and the flesh of a fine quality. Salmon, sturgeon and many other kinds of excellent fish are caught in the rivers.

"The climate differs little in temperature from our own, though the country lies nearer the equator than the Netherlands. In winter the cold is intense, and snow falls frequent and deep, covering the ground for a long time. In summer it is subject to much thunder and lightning, with copious and refreshing showers.

"Scarcely any part of America is better adapted for colonists from this quarter; nothing is wanting necessary to sustain life, except cattle, which can be easily taken there, and as easily kept, on account of the abundance of fodder growing naturally and luxuriantly.

"The Indians are indolent, and some, crafty and wicked, having slain several of our people. The Manhattans, a fierce nation, occupy the eastern bank of the river near its mouth. Though hostile to our people, they have sold them the island or point of land which is separated from the Main by Hellegat, and where they have laid the foundations of a city called New Amsterdam (New York).

"The barbarians are divided into many nations and languages, but differ little in manners. They dress in the skins of animals. Their food is maize, crushed fine and baked in cakes; with fish, birds and wild game. Their weapons are bows and arrows; their boats are made from the trunks of trees, hollowed out by fire.

"Some lead a wandering life, others live in bark houses, their furniture mainly mats and wooden dishes, stone hatchets, and stone pipes for smoking tobacco. They worship a being called

Manetto, are governed by chiefs called Sagamos, are suspicious, timid, revengeful and fickle; but hospitable when well treated, ready to serve the white man for little compensation, and susceptible of being imbued with religion and good manners, especially if colonies of well ordered people should be planted among them, who would make use of their services without rudeness or abuse, and by degrees teach them the worship of the true God and the habits of civilized life."

It was with visions evoked by these and similar accounts that Dr. Montagne finally determined to hazard the dangers of the New World. Disposing of his practice, bidding farewell to his beloved Dutch friends, he sailed in the year 1636 for the America of his dreams.

When Montagne arrived in New Amsterdam twenty-seven years had elapsed since Hudson's successful voyage, and twenty years since Governor Peter Minuit had bought the island of Manhattan for a sum of money equal to about twenty-four dollars.

The adventurous Montagne was accompanied by his wife and son, Johannes, junior. On the voyage was born a daughter, who was named Marie, after her grandmother De Forest. The little family landed at the Battery,—called "Capsee" by the first Dutch settlers,—and spent a short time in the village, where Montagne exchanged news, gathered information as to the outlying districts, furnished himself with a dugout, and demonstrated his daring temper by forthwith paddling up the East River far beyond the limits of the colony, past Blackwell's Island, and landed with his family and farm hands at the turn in the shore, which afterward received the name of Montagne's Point.¹ Thereafter he ascended the creek which then formed a tributary of the Harlem, subsequently known as Montagne's Creek, which wound its course from a point approximating the intersection of 132d Street and Eighth Avenue. An old Indian trail followed the course taken by St. Nicholas Avenue to-day. At its intersection with Seventh Avenue, Dr. Montagne started a bark cabin to shelter his family for the winter, and, simultaneously, Henry De Forest, Dr. Montagne's brother-in-law, also took up his residence on Montagne's Point.

Governor Kieft was at this time ruler of New Amsterdam. From him Dr. Montagne obtained a grant of the land on which he had settled, and expressed a sense of gratitude for the contrasting peace of his new home in calling it "Quiet Dale." He

1. Corresponding to the foot of 105th Street and Harlem River.

was yet to find, as did his neighbors, that this retreat was not so peaceful as it first seemed. The Red Man lurked too near at hand.

The land which Montagne occupied, and to which he gave the sentimental name, soon became known as Montagne's Flat. The tract, divided by the present line of St. Nicholas Avenue, ran from 109th Street to 124th Street, and contained about 200 acres.

Shortly after these settlements, former director Van Twiller¹ became interested in the Harlem district, and settled on Ward's Island. His friend, Jacobus Van Curler, preempted the flat opposite Ward's Island known as the Otterspoor, a name signifying "otter tracks." This was afterwards sold to Coenraet Van Keulen, a New York merchant, and hence the name Van Keulen's Hook, which clung to this part of the district for a hundred years after Harlem's founding.

In this triangle, whose southern line was 102d Street, and whose northernmost point touched the Harlem River at about 125th Street, lay these three Harlem settlements while the first winter passed.

With the ushering-in of spring Van Curler finished his primitive dwelling and out-buildings on the northern bank of Montagne's Creek, and secured a stock of all things necessary for a well-regulated plantation of the day,—domestic animals, farming tools, and a canoe for passing to and from New York. At that time, and for a considerable time thereafter, there was no thought of reaching New York except by water.

Henry De Forest died in July of the next year, and Dr. Montagne took charge of the widow's plantation. He also saw to the proper harvesting of her crops, and boarded with Van Curler while finishing the house and barn which his brother-in-law had started in the rough.

From an account of the bill of fare at Van Curler's, still surviving, it appears that the guests were fed on savory venison; deer being so plentiful on the Island as to stray within gunshot of the farmhouse. Besides game, they had fish and salted eels. Pea soup was included in the menu, together with wheat and rye bread, butter, eggs and poultry. The settlers also adopted the Indian dish called sapaan, made of Indian corn.

Dr. Montagne continued to look after the estate of his sister-in-law until the year following, when a former member of Van Twiller's council, Andries Hudde, won the hand, heart and lands of the young widow De Forest. Particularly noteworthy

1. Governor Kieft's predecessor.

is this event, leading up as it did to the first groundbrief, or land patent, which was issued relative to Harlem lands, "granting, transporting, ceding, giving over, and conveying, to Andries Hudde, his heirs and successors, now and forever," a site owned less than a generation later by the Town of New Harlem.

After his marriage, Hudde, wishing to visit Holland with his bride, engaged an overseer for the farm and applied to Director Kieft for a patent, to avoid all question of title to the property during his absence. Hitherto no similar action had been taken, but Kieft, recognizing the value of the Harlem settlement as a protection against the Indians, and recognizing also that settlers would not continue to dwell on and improve property where titles were insecure, inaugurated the custom of giving ground-briefs for Harlem farms, in course of improvement, by issuing the Hudde Patent, dated July 20, 1638.¹

By the time the newly-wedded pair reached Holland, however, their affairs on this side of the water were complicated by Dr. Montagne's demand for the settlement of a debt of \$400, due him for the management of the estate during Mrs. Hudde's widowhood.

The claim remaining unpaid, the farm was offered for sale for the benefit of the widow. At the auction which followed, Dr. Montagne bid in the property for 1,700 guilders, or about \$680, which sum purchased not only the farm, but also the fixtures, house, barn, fences, farming tools and "wey schuyt" (as

1. The Hudde Patent reads:

We, the Director and Council of New Netherland, residing on the Island of Manhatas and in Fort Amsterdam, under the authority of the High and Mighty Lords, the States General of the United Netherlands, and the General Incorporated West India Company, at their Chambers at Amsterdam; By these presents do publish and declare, that pursuant to the Liberties and Exemptions allowed on the 7th day of June, A. D. 1629, to Lords Patroons, of a lawful, real, and free proprietorship; We have granted, transported, ceded, given over and conveyed; and by these presents We do grant, give over and convey to and for the behoof of Andries Hudde, a piece of land containing one hundred morgen, situated on the North East end of the Island of Manhatas, behind Curler's land; on condition that he and his successors shall acknowledge their High Mightinesses, the Managers aforesaid, as their Sovereign Lords and Patroons, and shall render at the end of ten years after the actual settlement and cultivation of the land, the just tenth part of the products with which God may bless the soil, and from this time forth annually for the House and Lot, deliver a pair of capons to the Director for the holidays; constituting the aforesaid Hudde in our stead and state, the real and actual possessor thereof, and at the same time giving to him or to his successors full and irrevocable might, authority and special license, *tanquam actor et procurator in rem suam ac propriam*, the aforesaid land to enter, peaceably to possess, inhabit, cultivate, occupy and use, and also therewith and thereof to do, bargain and dispose, in like manner as he might do with his own lands honestly and lawfully obtained, without they the grantors, in their said quality, thereto having, reserving, or saving in the least, any part, action, or ownership, other than heretofore specified: Now and forever, finally desisting, abstaining, withdrawing and renouncing, by these presents; promising moreover, this their transport, and what may be done by virtue thereof, firmly, inviolably and irrevocably to maintain, fulfil and execute, as in equity they are bound to; in all good faith, without fraud or deceit. In witness whereof, these presents are confirmed with our usual signature and with our Seal. Done in Fort Amsterdam the 20th day of July, 1638.

WILLEM KIEFT, DR.

the Dutch called the canoe), domestic fowls, two goats, two milk cows and other cattle, and portions of the recent crops of tobacco and grain.¹ Thus the claim to New Harlem's land called Montagne's Point and Montagne's Flat became merged under one ownership, where it remained until the formation of the New Harlem Corporation.

Claes Cornelissen Swits, a New Yorker, leased the farm which Van Kuelen purchased from Van Curler. The terms of his lease are interesting, showing, as they do, the progress made by the little Harlem colony in the three years of its existence. The lease, which was executed on January 25, 1639, included two span of horses, three cows, farming utensils, and 12 schepels² of grain in the ground, for which Swits was to pay rent in live stock and butter and one-eighth of all the grain "with which God shall bless the field."³

The success attending these early efforts in the rich soil of "Muscoota,"—the name given by the Indians to all the Harlem River lowlands from Hellgate to High Bridge,—had by this time spread abroad, and had attracted the attention of a Danish capitalist, Captain Jochem Pieter,⁴ who finally settled on the land above 125th Street. His farm, which reached approximately to 150th Street along the Harlem River, was forever afterward known to the patentees as Jochem Pieter's lots.

The wording "House and Lot," of the groundbrief, or patent, to Hudde (who succeeded De Forest, and was in turn succeeded by Montagne) indicates a custom of the time, that of giving settlers a house-lot,⁵ and also a farm-lot. Jochem Pieter's and Van Keulen's lots were thus divided for farming purposes, the whole farms being cut up into strips terminating at the water's edge, and running back to the woods which fringed the meadow.

When Jochem Pieter first made known his intention of coming to Manhattan, the authorities offered him the farm he subsequently occupied. Pleased with their generosity, Jochem Pieter hired a ship, invited his friend, Jonas Bronck, to accompany him, stocked the vessel with fine Holstein cattle, and with

1. Harlem Records.

2. A schepel was usually rated at three English pecks.

3. Harlem Records.

4. Jochem Pieter's full name was Jochem Pietersen Kuyter. The Dutch, not unlike their American descendants, were quick to abbreviate names. Kuyter, therefore, was always known as Jochem Pieter.

5. *Erf* (plural *erven*) was the Dutch name for house-lot, *morgen* (two acres) meaning farm-lots. An owner of *erf* and *morgen-rights* was entitled to draw as many acres of the undivided common lands as he held of these rights.

the Pieter and Bronck families and numerous herdsmen, arrived in New York in July, 1639, and at once took up his residence on the banks of the Harlem.

Bronck, his associate, settled opposite, in what is now Bronx Borough,¹ and at once started to erect a stone house, covered with Dutch tiles, a barn, tobacco houses and barracks.

Instead of the former quiet of the forest, the squeak of the ox-cart's wheels and the swish of the scythes in the meadow now warned the Mannhattans and Wickquaskeeks, the Indian tribes of the region, that civilization was soon to rob them of their beloved hunting grounds.

Despite Minuit's purchase² of the island, and subsequent purchases by Harlem of Bronx and Westchester lowlands, the Red Men became aggressive; declaring that twenty-four dollars was an inadequate price for the whole of the island, their tone became threatening.

Governor Kieft, by nature a blusterer, and at heart a coward, added fuel to the smouldering fire of the Indians' anger by attempting to levy a tax on the surrounding tribes. In vain did Dr. Montagne protest. Kieft was vindictive. His demands being refused, he ordered an attack on the Raritan Indians. Several were killed, and, in the words of Dr. Montagne, "a bridge had been built over which war was soon to stalk through the land."

Swits was the first to fall in the trail of death which ensued. Kieft unwisely demanded the head of the assassin. New York's Council not supporting him, however, no active measures were taken to capture the culprit. Doubling their precautions, now that one of their number had been killed, the settlers along the Harlem returned to their crops and renewed their labors, in the shadow of a constant danger.

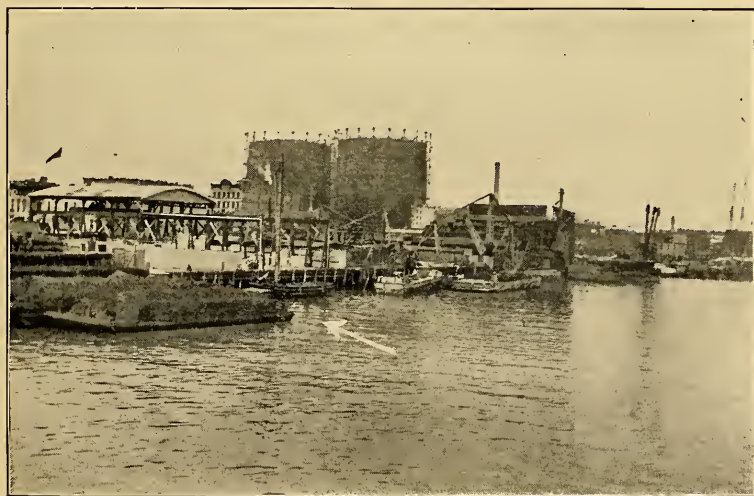
Kieft again contrived to blunder in his relations with the

1. The region settled by Bronck was called by the Indians Ranachqua. The new owner named it Emmaus.
2. No settlers in the New World were fairer in their treatment of the Indians than were the Dutch; a fact admitted even by the New England school of historians. Berthold Fernow, keeper of the New York State Historical Records, author of the brief chapter allotted to "The Dutch in North America," in the extended "Narrative and Critical History of America," says: "This mode of acquiring lands from the Indians by purchase established from the beginning the principle by which the intercourse between the white and the red men in the valley of the Hudson was to be regulated. The great Indian problem, which has been, and is still a question of paramount importance to the United States Government, was solved then by the Dutch of New Netherland without great difficulty. . . . Not less religious than the Puritans of New England, they made no such religious pretenses for tyranny and cruelty as mar the records of their neighbors." (Vol. iv: p. 399.)



COURSE OF MONTAGNE'S JOURNEY FROM NEW AMSTERDAM.

[The arrow shows direction in which the pioneer paddled along the East River, through Hellgate Bay, past Bogert's Meadows to Montagne's Point.]



LANDING PLACE OF THE PIONEER SETTLERS ON MONTAGNE'S POINT.

THE IMMENSE GAS CYLINDERS RISE FROM THE BED OF MONTAGNE'S CREEK, UP WHICH THE DOCTOR PADDLED TO HIS FIRST NEW HARLEM HOME.

[The arrow shows the point of landing.]

Indians, and his blunders were always particularly costly to the little Harlem colony. In the fall of the year he ordered the slaughter of some harmless, unarmed Indians who had sought, at the fort, a refuge from their enemies, the Mohicans.

Immediately the Indians rose, thirsting for revenge, and, swarming like angry hornets from the forests, boldly attacked the Harlem outpost of Manhattan Island civilization, killed some of the settlers, and drove the remainder southward to New York. Such attacks were repeated again and again in the next five years, until Montagne and his neighbors were ruined, their cattle killed, their well-filled barns burned, their gardens and fences uprooted, their fields laid waste; and again the forest's silence was broken only by the cry of birds or the twang of the Red Man's bow.

Nor were the outskirts of the Battery settlement safe from attack. Even the bouweries¹ in the immediate suburbs were deserted as a result of Kieft's ill-advised act. "Almost every place is abandoned," wrote Kuyter and others of Kieft's Council, in a letter of November 3, 1643, imploring aid from Holland. "We wretched people, with our wives and little ones that survive, must in our destitution find refuge together in and around the Fort at Manhattan, where we are not safe even for an hour, as the Indians daily threaten to overwhelm us. Very little can be planted this autumn, and much less in the spring; so it must come to pass that those of us who may yet save our lives will necessarily perish next year by hunger and grief, as also our wives and children, unless our God have pity on us."

It took two years for the citizens of New York to quell the ill-feeling Kieft had caused. At the end of that time the settlers, by courage and diplomacy, conquered the Indians, and what was hoped to be a binding peace was signed at Fort Amsterdam by all the powerful sachems of the surrounding tribes. In 1645 the Harlem farmers once more returned to their desolate bouweries. Upon the establishment of peace, Kieft issued a grant, dated June 5, 1646, to Sibout Claessen, one of the Burghers of New York, of one hundred acres opposite the end of Blackwell's Island.² Claessen called his farm Hoorn's Hook, and as such it was known throughout Harlem's history.

Kieft's next grant was at Papparinamin³ (Spuyten Duyvil).

1. Plantations.

2. This bit of land which faces Hellgate at 89th Street and the East River, includes the present East River Park, the back of it running up to Second Avenue.

3. The Indian name for the "Place Where the Stream is Shut." The name referred not only to the narrowest part of Spuyten Duyvil Creek, but to the land adjoining.

Here Matthys Jansen van Kuelen obtained a grant of 100 acres, on August 18, 1646. His farm covered the meadow land on the very northern end of the Island, through which Kingsbridge road now passes.

Next, on the south, Kieft granted the Jansen and Aertsen patent, comprising some 200 acres, including the site now known as the Dyckman homestead, through which now runs the Government Ship Canal. Kieft also rendered valuable services to the pioneers by confirming the grants of Van Keulen's Hook and of Dr. Montagne's Point and Flat.¹

Kieft's administration, while it was characterized throughout by a tactless treatment of the Indians, had not been without practical advantage to the Harlem settlers in the matter of property relations. The Director's attention to the confirmation of individual rights was, in the main, satisfactory to the outlying colony, but this fact was not sufficient to prevent much bitterness of feeling toward him on the part of his northern neighbors. There was much open criticism of the Governor.

Jochem Pieter was particularly incensed, for the Dane had done all in his power to protect Kieft, and felt himself to be greatly aggrieved. It was during Pieter's absence in the Governor's service that the Indians stealthily surrounded his stockade, surprised the sleeping guard, and in the dark of the morning shot a burning arrow into the thatched roof of the Captain's house.

In the high wind the house and all Jochem Pieter's effects were destroyed. During and after the conflagration, so a report of these hours of terror reads,² the savages made the night hideous by whooping and the discharge of firearms, to the terror of

1. The confirmatory grant to Dr. Montagne reads:

We, Willem Kieft, Director General, and the Council, residing in New Netherland, on behalf of the High and Mighty Lords, the States General of the United Netherlands, his Highness of Orange, and the Honorable Messieurs, the Managers of the Incorporated West India Company, do, by these presents, acknowledge and declare, that we on this day, the date under written, have given and granted unto Sieur Johannes La Montagne, counsellor of Netherland, a piece of land situate on the Island of Manhattans, known by a name in the Indian language which in the Nether Dutch signifies the Flat Land, containing 100 morgen in the flat, lying between the hills and the kill (creek); and a point named Rechawanes (Montagne's Point), stretching betwixt two kills, till to the East River; (which above-described land was occupied by Hendrick Forest, deceased, and has been purchased by the said La Montagne at public auction in the Fort, for seventeen hundred guilders;) with express conditions and terms that he, Johannes La Montagne, or whoever by virtue hereof may accept his action, shall acknowledge the Honorable Managers aforesaid as his Lords and Patroons, under the sovereignty of their High Mightinesses, the Lords States General, and obey their Director and Council here in all things, as good inhabitants are in duty bound to do; provided further that they subject themselves to all such burdens and imposts as are already enacted, or may hereafter be enacted by their Honors; constituting therefore the said Sieur La Montagne, or whoever may hereafter obtain his action, in our stead in real and actual possession of the aforesaid lot and land, etc., etc.

2. Riker's Harlem, p. 160.

the perishing women and children, whose shrieks at times drowned the roaring of the flames.

Pieter did not forget his loss when Kieft, at the close of his term, called all the people together at the Battery and thanked them for their numerous courtesies and for the loyal way in which they had supported him.

Remembering the burning arrow, Pieter declared that the people of Harlem had nothing to thank Kieft for, and added that the former director had been the means of ruining them all; that it would have been better for them if Director Kieft had never been born,— or words to that effect.

Unfortunately for the speaker, his remarks fell upon the ears of the new Governor, Peter Stuyvesant, the most picturesque figure in the history of Dutch rulers, a stern, resolute, iron-tempered man, whose wooden leg smote the cobbles of New Amsterdam with a sound of inflexible authority. To Stuyvesant the words were more than unseemly, they were seditious. He accordingly imprisoned Jochem Pieter and another, named Melyn, on a charge of slander. Subsequently, at the trial, Stuyvesant quoted Bernard de Muscatel: "He who slanders God, the magistrate, or his parents, must be stoned to death," and added from the Scriptures: "Thou shalt not speak evil of the ruler of thy people."

If the incident served to warn the colonists of what stuff their new Governor was made, its sequel revealed also the mettle of the offenders.

Jochem Pieter was not stoned to death, but was arbitrarily banished in disgrace. He and Melyn, unwilling to surrender, appealed to Holland. They were therefore transported to Amsterdam, and, to make their disgrace more keenly felt, were forwarded on the same ship in which Kieft departed for his old home, they in irons, Kieft treated with honor.

The story proceeds tragically, for the prisoners were soon to be freed by a storm, which shipwrecked their vessel on the coast of Wales. In the wreck, Kieft, as he faced death, exclaimed: "Jochem! Melyn! I have done you wrong; forgive me!"

Kieft perished, but Jochem Pieter and Melyn survived the storm, reached Holland, were acquitted by the Amsterdam court, and returned to New York with their papers of reinstatement. To disobey his superiors' command was out of the question, and Stuyvesant¹ therefore reluctantly restored to the men their

1. One of the new Governor's first acts was to grant to Isaac De Forest, the younger of the De Forest brothers, the land between Jochem Pieter's lots and Van

estates. Thus early was won an American battle for free speech.

In consequence of this stand, which had cost him most of his fortune, Jochem Pieter was forever after greatly respected by the colonists. He was depleted in pocket, however, and found it necessary to borrow money in order to re-stock and work his vast Harlem estate.

In his dilemma, Stuyvesant, who inwardly admired a man of such determination and courage, consented to give Pieter pecuniary help. Two other capitalists also agreed to a loan; the money to be expended by Pieter in improving and running the property.

The resulting articles of agreement, consisting of several hundred words, solemnly affirm that whenever the four partners shall decide to divide the property, "Mrs. Pieter is to keep for her family some hens and ducks." It also provides that whenever the parties to the agreement may wish to divide the estate, each shall receive a quarter interest in everything, except Mrs. Pieter's hens and ducks.

Mention of the hens and ducks indicates the value placed upon poultry by the early settlers. It was a common occurrence for rent to be paid in capons or hens, and the Dyckman estate, comprising some 200 acres at the end of the Speedway, now worth over \$1,000,000, was rented to its first tenant, some 200 years ago, for two hens a year for seven years.

Of more serious significance was the tendency this agreement showed toward the common ownership of lands, and the equal distribution of common property, according to the share of each partner.

Jochem Pieter did not live to see the good effects of the agreement, being soon afterward killed by the Indians in his "Peaceful Valley." This murder stirred Harlem to its depths. Terror-stricken, the inhabitants again fled to New York in almost a worse plight than twelve years before. During the exodus fifty settlers were killed, and only blackened stumps marked the region where once lay well-filled barns.

Several of the more daring, despite the Indians, would have again returned to the work after peace was declared, in 1655.

Keulen's Hook, whereon nineteen years later the village of New Harlem was to be founded. To summarize the Harlem grants held on May 15, 1647: On the south, opposite Hellgate, was Hoorn's Hook, owned by Claessen. Next toward the north lay Montagne's Point and Flat (under one ownership). North of the Point came Van Keulen's Hook, then Isaac De Forest's farm (the Village Site). North of the Village Site came Jochem Pieter's Lots, and at the northern end of the island lay the Jansen and Aertsen and the Mathys Jansen patents; in all, seven distinct grants.



THE UNITED STATES SHIP CANAL.

WHEN IT WAS DETERMINED TO DEEPEN SPUYTEN DUYVIL CREEK AND CUT THROUGH THE TOP OF THE ISLAND SOUTH OF VERVEELEN'S SECOND FERRY, THE SURVEYORS FIXED A LINE WHICH RAN THROUGH THE DYCKMAN ESTATE AT 212TH STREET, AND THE CANAL NOW RUNS THROUGH A CUT IN THE OLD DYCKMAN ROCKS.



AT THE END OF MANHATTAN ISLAND.

CONTINUATION OF THE SHIP CANAL. THE SHARP BEND TO THE LEFT IS THAT OF SPUYTEN DUYVIL CREEK, WHICH WENDS ITS WAY IN HORSE-SHOE FORM BACK TO THE LITTLE OPENING IN THE HILLS SEEN ON THE HORIZON, WHERE THE MAJESTIC HUDSON ROLLS TOWARD THE SEA.

Stuyvesant, however, issued an ordinance prohibiting all persons from dwelling in exposed situations, and requiring farmers upon isolated bouweries to come to town; another indication of the universal desire for a settlement in a village, with common pasturages and common farms, as distinguished from isolated dwellings and farms. The decree of the Governor put an end to unprotected settlements,—for the time. Harlem could attain a village existence only when it had provided itself with a stockaded retreat. To provide this became its immediate and pressing concern.



CHAPTER II

THE ESTABLISHMENT OF THE TOWN.

AMONG the many sites available for a stockaded village in the Harlem district, Stuyvesant's attention was naturally directed toward Jochem Pieter's lots, in which he held a quarter interest. This location, however, seemed hardly as suitable for the undertaking as the land which had been granted by Kieft to Isaac De Forest,—a narrow strip between Jochem Pieter's and Van Keulen's Hook.

After due consideration this plot was therefore chosen as the village site, and it was suggested that the three plots just named should be sold for the benefit of the former owners, who had been impoverished by the Indian raids.¹

All things favoring the formation of a lasting settlement, the Governor and his Council, on the 4th of March, 1658, passed an ordinance organizing the village afterwards called New Harlem. The ordinance reads as follows:

“The Director-General and Council of New Netherland hereby give notice, that for the further promotion of agriculture, for the security of this island and the cattle pasturing thereon, as well as for the further relief and expansion of this City Amsterdam, in New Netherland, they have resolved to form a new Village or Settlement at the end of the island, and about the land of Jochem Pieter, deceased, and those which are adjoining to it. In order that the lovers of agriculture may be encouraged thereto, the proposed new Village aforesaid is favored by the Director-General and Council with the following privileges:

“First: Each of the Inhabitants thereof shall receive by lot in full ownership, 18, 20 to 24 morgen of arable Land; 6 to 8 morgen of Meadow; and be exempt from Tenths for fifteen years, commencing next May; on condition that he pay within the course of three years, in instalments, Eight guilders for each morgen of tillable land for the behoof of the interested, or their

1. Kieft's other grants were subsequently sold in a similar way. Thus, no one was felt to have been injured by the transfer of title from the pioneers to the Town of Harlem Corporation.

creditors, who are now, or formerly were driven from the aforesaid Lands, and have suffered great loss thereon.

“Secondly: In order to prevent similar damage from calamities or expulsions, the Director-General and Council promise the Inhabitants of the aforesaid Village to protect and maintain them with all their power, and, when notified and required, to assist them with 12 to 15 Soldiers on the monthly pay of the Company, the Village providing quarters and rations; This whenever the Inhabitants may petition therefor.

“Thirdly: When the aforesaid Village has 20 to 25 Families, the Director-General and Council will favor it with an Inferior Court of Justice; and for that purpose, a double number is to be nominated out of the most discreet and proper persons, for the first time by the Inhabitants, and afterwards by the Magistrates thereof, and presented annually to the Director-General and Council, to elect a single number therefrom.

“Fourthly: The Director-General and Council promise to employ all possible means that the Inhabitants of the aforesaid Village, when it has the above-mentioned number of Families, will be accommodated with a good, pious, orthodox Minister, toward whose maintenance the Director-General and Council promise to pay half the salary, the other half to be supplied by the Inhabitants in the best and easiest manner, with the advice of the Magistrates of the aforesaid Village, at the most convenient time.

“Fifthly: The Director-General and Council will assist the Inhabitants of the aforesaid Village, whenever it will best suit their convenience, to construct, with the Company’s Negroes, a good wagon road from this place to the village aforesaid, so that people can travel hither and thither on horseback, and with a wagon.

“Sixthly: In order that the advancement of the aforesaid Village may be the sooner and better promoted, the Director-General and Council have resolved and determined not to establish, or allow to be established, any new villages or settlements, before and until the aforesaid Village be brought into existence; certainly not until the aforesaid number of Inhabitants is completed.

“Seventhly: For the better and greater promotion of neighborly correspondence with the English at the North, the Director-General and Council will, at a more convenient time, authorize a Ferry and a suitable Scow near the aforesaid Village, in order

to convey over Cattle and Horses; and will favor the aforesaid Village with a Cattle and Horse Market.

"Eighthly: Whoever are inclined to settle themselves there to take up Bouweries by their servants, shall be bound to enter their names at once, or within a short time, at the office of the Secretary of the Director-General and Council, and to begin immediately with others to place on the land one able-bodied person, provided with proper arms, or in default thereof, to be deprived of his right.

"Thus done in the meeting of the Director and Council, held in Fort Amsterdam, in New Netherland, on the 4th of March, A° 1658."

Summarized, this ordinance provided for the formation of "a new Village or Settlement at the end of the Island." It granted by lot to each of the Harlem settlers full ownership of from thirty-six to forty-eight acres of farm land and from twelve to sixteen acres of meadow land, which should be protected with all New York's military power,—twelve to fifteen soldiers. The ordinance further provided for an "Inferior Court of Justice" when twenty to twenty-five families should have settled in the village. They were to have "their own good, pious, orthodox Minister," a great privilege in those days; "a good wagon road to New York"; "a Ferry and suitable Scow"; and a "cattle and horse market."

Quick to see the advantages thus offered, several New York families acted upon the provisions and privileges of Stuyvesant's ordinance, and broke ground at New Harlem on the 14th of August, 1658, between which time and September 10th was completed the preliminary work of surveying and staking out the lands and village plot.

Hilarity and good cheer are said to have marked the occasion, for one of those present was Johannes Verveelen, not until five years later a resident, but now acting as tapster, regaling the company with generous potions of his New Amsterdam beer.

Surveys now in existence, corroborated by other evidence, show the village, as Riker says, to have been laid out adjoining the Great Kill.¹

The old Indian trail, southernmost of Harlem's two lanes, touched the Harlem River about where the 125th Street cross-town cars now stop. Thence it ran westerly through the intersection of 124th Street and First Avenue, passed through Third

1. Harlem River.



P. Stuyvesant



PORTRAIT, SIGNATURE AND SEAL OF PETER STUYVESANT.

Avenue at 119th Street, and met the other path (Church Lane) at Lexington Avenue and 117th Street. From here it continued to 111th Street and Fifth Avenue,—the north branch of Montagne's Creek.

Montagne's Creek has only recently been filled in. Brownstone houses now stand on piles sunk in its bed, in crossing which contractors for the subway experienced serious difficulty. From 109th Street, where it emptied into the Harlem River, the creek widened considerably, and at Third Avenue old residents have seen large yachts at anchor. Here was the milldam and Harlem's first available mill, and here, too, the young people of former generations used to skate in winter and go boating in the summer.

Further up the creek, men now living used to bob for eels, or fish in the pond which the stream formed at 121st Street, or wade still further up the bed to its source in the Manhattanville hills.

Just across the creek from the southern end of the Indian trail was situated Montagne's Flat, while back from the creek at Lexington Avenue and 117th Street lay the foot of Harlem's Church Lane, the northernmost of the village streets.

Leaving the Indian trail at 117th Street, the Church Lane ran northeast about on the line of Lexington Avenue until it reached 119th Street. Here it turned east, following the present line of the Mt. Morris stables, piercing Sylvan Place at 120th Street, and ending at the river's edge, just beyond the sawmill at 125th Street and First Avenue. According to the first survey the two lanes were fifteen Dutch rods apart at the river's edge, but somewhat broader than this at the intersection of Lexington Avenue.

For a time, the northernmost lane was known as the Great Way, presumably because it was wider than the Indian trail, but it was called the Church Lane for many years during the early history of the village, until it became known as the Old Harlem Road, as it is now designated on official surveys and maps.

Between the Indian trail and Church Lane the villagers laid out the erven (house lots), which ran in two ranges, a central line dividing those facing the Indian trail from those facing the Church Lane. The lots were nearly square, instead of oblong, as they are nowadays, and measured ninety-three feet in depth, with a frontage somewhat less. Six cross-streets cut these erven into blocks, containing four lots each, with the exception of the first blocks on the river front, which contained only two lots.

North of the Church Lane larger plots were laid out for tuynen (gardens), one of which was given with each house lot. These tuynen began in the lumber yard which used to stand on the northeast corner of 125th Street and First Avenue, and ended at 121st Street and Third Avenue, formerly the garden upon which the present Dutch church was built. On this church garden, in the early days, grain for the use of the poor was planted by the villagers.

The gardens, according to Riker, were five by twenty Dutch rods, or one-sixth of a morgen, but were meted out by liberal measure, and being extended in the rear and otherwise enlarged, came to be reduced to half the original number, and to contain two acres each.

In connection with each house lot there was laid out a corresponding portion of bouwland (farming land) on Jochem Pieter's Flat. These were staked off and numbered, the lots running westerly from the river to the woods; No. 1 lying against the rear of the gardens (tuynen), taking in part of Sulzer's Park, and extending to what was afterwards Harlem's branch of the road leading to Kingsbridge.¹

Twenty-five lots were laid out in this first subdivision of a part of Jochem Pieter's Flat. Number twenty-five lay at the north end of the meadow, between 130th Street and Eighth Avenue and Fifth Avenue and 137th Street.

As these lots were laid out they were supposed to contain twelve acres, but were soon slightly enlarged, and the number reduced, Harlem being unable to make use of twenty-five farms at that time.

In form, like all those subsequently laid out for the same purpose, they were made narrow and long, abutting on the river,—a favorite mode of dividing up land, borrowed from Holland,—which gave the farmer his cherished water privileges, enabling him to remove his crops in scows, in the absence of suitable roads. It also served to diminish the danger from Indians or wild beasts, for the laborers sowed across each other's lots, instead of up and down their own. Thus, all could sow together and keep within easy call in case of danger, and each received an equal portion of the harvest.

Salt hay being thought indispensable for the cattle, a small parcel of marsh meadow, usually about six acres, was set off for

1. This village branch of the Kingsbridge road, now Lexington Avenue as far as 122d Street, was where old residents of to-day went coasting after school hours with their bob sleds.

each farmer. That all might be supplied, these had to be taken wherever found,—on Randall's Island, on the Bronx, or still further north, about the end of the Speedway, and on towards Spuyten Duyvil. The meadows in the bay of Hellgate were reserved to the church, to be used or rented for its benefit, together with the garden at 121st Street and Third Avenue, just mentioned.

With its first advent into life and activity, the infant settlement received its name, fitly taken, as Riker remarks, from the famous old city of North Holland. It was called *Nieuw Haarlem*, a name "conferred, no doubt, by Stuyvesant, its selection being such as could neither flatter any one settler nor excite the jealousy of others, as none of them were from Haarlem. Perhaps the resemblance between the two localities first suggested the names,—New Harlem and New Amsterdam. These, like the two great cities after which they were named, lay apart 'about three hours' journey,'" according to Labadists,¹ who visited Harlem during the latter part of the century.

"Old Haarlem, watered on its eastern side by the gentle Sparen, and girt about landwise by groves 'of shadowy elms,' for beauty and extent unrivaled in Holland, where are few forests, might well have dictated a name for a situation so similar. But more suggestive was its history. To the Hollander the word Haarlem was the synonym for all that was virtuous and heroic. During the memorable siege sustained by that fated town, when, for seven long months, the choicest troops in the army were foiled by the intrepidity of its citizens, women vieing with the men in bearing arms, was displayed a patriotism worthy the loftiest flights of the poetic muse. And, though Haarlem fell, there went up from the merciless slaughter of its brave but vanquished people such a piercing cry as palsied the weakened arm of the invader and nerved the patriots to an uncompromising resistance; freedom was thus virtually achieved for the United Provinces!

"Noble Haarlem! Illustrious example of courage, endurance and sacrifice, ever to live thy memory, and tenderly to be cherished among the proudest and dearest of the Fatherland.

"Thus the name New Haarlem was aptly chosen," continues Riker. "Like its great exemplar, it might be called upon to withstand the onslaught of a savage and relentless foe. In such a dark and trying hour,—and who could tell, after the

x. The Labadists were a religious sect entertaining different views from either the Dutch or their European persecutors. Two of them visited Harlem in October, 1679. A detailed account of their trip around Harlem will be given later.

gloomy experience of past years, but it might come,—the inspiration of a glorious name was something to incite its people to noblest proofs of fortitude and heroism.

“Peril was in the new enterprise, equally with labor and hardship, and those entering upon it had clearer apprehensions than we can well understand of what they might be called upon to do or suffer to maintain and defend their new home.”¹

The first summer (1658) brought “an unusually distempered atmosphere” and “many persons died. Others were prostrated for weeks and months with sickness and debility. Then flooding rains, which came about the time of harvesting, so damaged the fruits and crops as to cause a scarcity of bread. Many feared it would be impossible to get in winter forage for the cattle.”

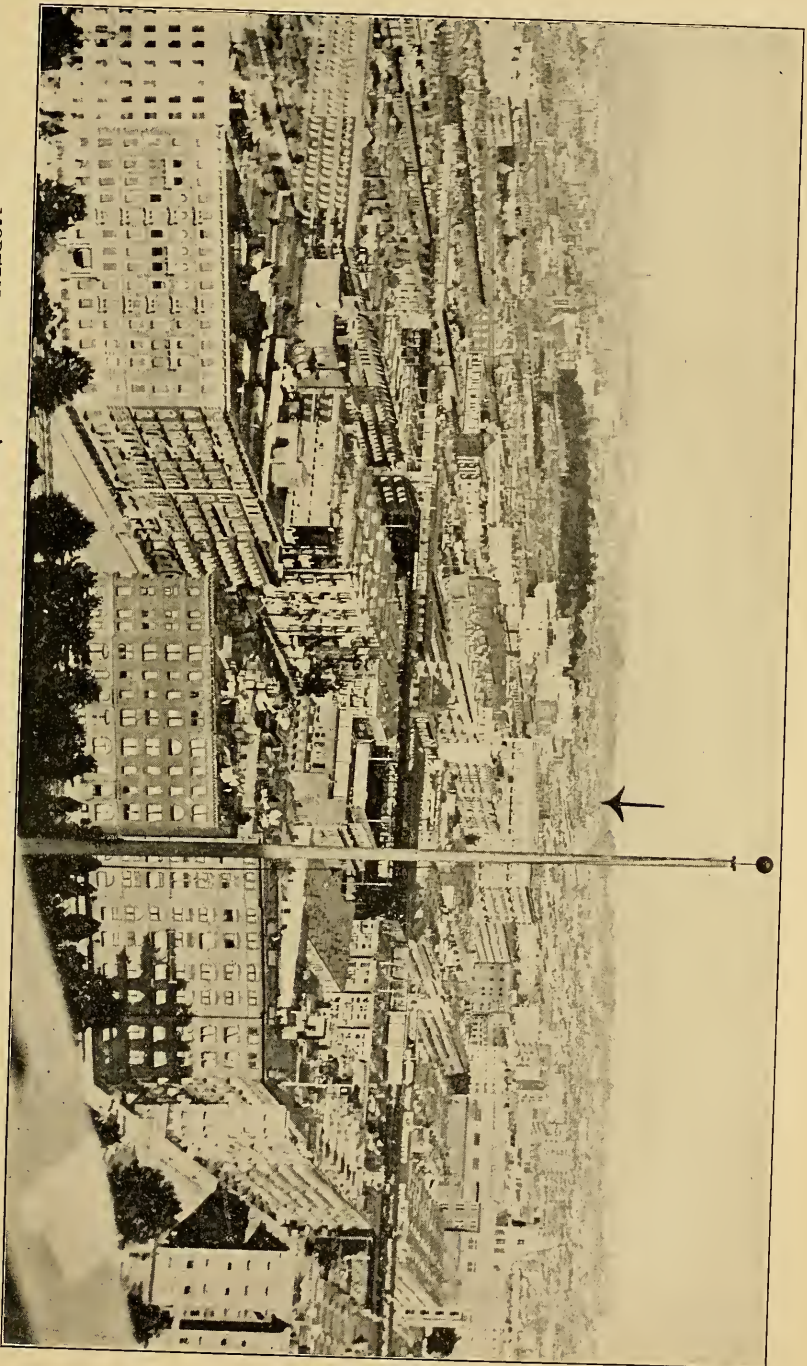
With so serious a check upon labor and enterprise, but slow progress was made at New Harlem until the Director ordered that those who did not begin their fences within six weeks would run the risk of forfeiting their lands. This peremptory order, issued on November 27th, 1658, read:

“All persons whom it may concern are hereby forewarned and notified, that all those who have obtained lots or plantations in the newly-begun village of Harlem shall take possession, or cause possession thereof to be taken, and commence preparations for fencing and planting the same within the space of six weeks from the date hereof, on pain of having the lots and plantations, which are not entered upon within that time, given and granted to others who may be disposed to improve them.”

Although this vigorous measure stirred many to action, the severity of the following winter greatly retarded the work. It seemed, in fact, as if every possible obstacle was being put in the way of Harlem’s founding. The severities of the life, however, weeded out those who were not able to stand the strain. The following spring, the list of inhabitants contained the names of many of those who subsequently took an active part in the affairs of the village, including the names of Daniel Tourneur and Montagne, Junior.

“For the security of the settlers, all of whom were required to be well armed, the government furnished eight or ten regulars from the Fort. Their presence was deemed necessary in the ‘newly-begun village,’ as the Indians were yet a source of anxiety, especially to the wives and families of the Colonists.”

1. “Haerlem is derived by Dutch writers from Heer Lem (Lord Willem or William), an early prince of Friesland, in Holland, the reputed founder of Haerlem, from him called the stadt (town) of Heer Lem; whence the easy transition into Haerlem, or Haarlem, as the Hollanders now write it.” (Riker’s “Harlem,” p. 163.)



MODERN MONTAGNE'S FLAT—LOOKING EAST FROM THE LINE AT 112TH STREET.
[Arrow points to site of the original village.]

Stuyvesant, fearing for the safety of New Harlem, issued this order on March 23d, 1660: "It is highly necessary to keep a good watch on the newly-settled village." Military officers were at once appointed, which action, says Riker, marked the first step toward the establishment of local authority at Harlem.

Daniel Tourneur, at this meeting of the villagers, at 125th Street and First Avenue, was elected corporal. Montagne, we are told, was given the rank of major, and drove all the Indians across the Harlem.

Each man being furnished with a liberal supply of powder from the public magazine, the inhabitants made ready for treacherous attacks; but their precautions were unnecessary. Peace with the Indians was declared, and the work of the conquest of the soil began with renewed energy.

The number of families had now increased to such an extent that the villagers petitioned for a court of justice, Stuyvesant granting the request in these words:

"The Director-General and Council of New Netherland, To all those who shall see or hear these Presents read, send greeting and make known. That for the welfare of the community, for promoting the growth and success of the new Village of Haarlem, and for the easier administration of Justice, they have deemed it necessary to erect in the aforesaid village, an Inferior Court of Justice, which shall consist, provisionally, of the three undernamed Commissaries, to wit: Jan Pietersen, Daniel Tourneur, Pierre Cresson, before whom in the first case shall be brought all Questions, Actions, and Differences arising in the said Village, between Lord and Subject, Master and Servant, Mistress and Maid, Neighbor and Neighbor, Buyer and Seller, Lessor and Lessee, Landlord and Laborer, and other such like; also all criminal actions, consisting of Misdeeds, Threats, Fighting or Wounding, whether moved and instituted by the parties, or by the senior Commissary, who, until further order, shall represent the Sheriff in that place.

"Said Commissaries shall do justice, to the best of their knowledge, between parties appearing before them, and may decree the giving of Bail, Acquittal, or Condemnation, as the circumstances of the case shall warrant. But any party feeling himself aggrieved may appeal to the Director-General and Council of New Netherland, according to custom here, from all judgments exceeding Fifty Guilders, pronounced by said Commissaries; and said Commissaries are hereby specially commissioned and authorized to enact proper ordinances that the arable Lands

and Gardens be carefully fenced, kept inclosed, and the broken fences properly repaired.

“They hereby command all Inhabitants of the said Village, and those who may in future reside there, to respect the afore-said Commissaries in the office to which they are now qualified, and acknowledge them as such; and all this until it be otherwise ordained by the Director-General and Council aforesaid. Thus done at the meeting of the Director-General and Council, held at Fort Amsterdam, in New Netherland, the 16th August, 1660.”

These Commissaries, afterwards called Magistrates, turned their attention almost immediately to the religious needs of the community.

Divine worship might not have been so restricted in America as in the Fatherland, but the difficulty of getting to meeting was great. It meant getting up at sunrise, dressing the family in its best homespun, after a thorough scrubbing at the tub by the well; an eight-mile paddle, past Hellgate's treacherous currents and the swift tides of the East River, to 8th Street and Second Avenue, where services were held in Stuyvesant's chapel, now St. Mark's Church.

“Strong in their religious faith and attachments,” says Riker, “so natural in a people who had but recently emerged from great convulsions in the church and shaken off the old clogs of superstition and error, the faithful at Harlem set a high value upon God's word and ordinances.

“It were a mistake to suppose that they did not feel keenly the loss of those advantages which they had enjoyed in Holland, where not the cities only, but every considerable hamlet had its pastor and house of worship.

“The promise of a ‘pious, orthodox minister,’ and of aid in sustaining him, was a great inducement for them to settle in Harlem. As yet they felt themselves unable to do much toward supporting one, but it was all-important to secure preaching of the Gospel within their own bounds.

“Through the Commissaries, who had the supervision of all such matters, and were all professors of the Reformed religion, this urgent need of a minister was made known to Governor Stuyvesant, and by him brought to the notice of the Directors in Holland, in a letter dated October 6th, 1660. . . . But before the letter . . . could have reached Holland the faithful here had joined themselves in church fellowship and secured Dominie Zyperus' services. . . .

"Patterned after the Reformed Church of Holland, New Harlem's first church was to be under the care of the Consistory at New Amsterdam, having at first no officers from its own membership, except a single deacon, to which place young John Montagne, Jr., was now chosen.

"Thus its organization was quite informal and incomplete. Another deacon was added, after some years, whence ensued a regular succession of these officers, intrusted with the financial and eleemosynary work of the church. Their resources were the Sunday collections, fines levied in the town court for the benefit of the poor, rent from the church lands, and burial fees, with the usual legacy left by testators of from four to twenty dollars.

"Thus were met the wants of needy members and other worthy poor, as also the dominie's salary and sexton hire. And after Zyperus left, till they secured a resident pastor, the deacons provided a horse and wagon to bring the dominie and return him to his house in the city."¹

The disability of Dominie Zyperus to administer ordinances led to the custom, at this time, of the marriage of young Harlem couples in New York. Church Lane, since called Lovers' Lane, beneath whose fine elms and fragrant lilac bushes many now living loved to linger, seems to have been responsible for many a publication of "bans," even in the early days of the pioneers. Thus it happens that most of the marriages of the day were performed by Dominie Selyns, pastor of the Brooklyn church, who used to hold service in Stuyvesant's Chapel.

No mention of any Harlem church, or of an attempt to build one, appears on the Harlem records until four years afterward; an indication of the severity of these early struggles for the simplest necessities of life. As in Brooklyn, the infant church at New Harlem sometimes worshiped in a loft or in some neighbor's barn. But this modest beginning developed into a healthy and prosperous movement in Harlem's later days.

1. No proper record of the organization of this church has been found; but of the date we may be reasonably assured. Montagne's term as deacon (two years) expired November 30, 1662. It began, then, in 1660. The same date is given in Corwin's Manual. (Riker.)

CHAPTER III.

THE FIRST CHARTER AND THE DEVELOPMENT OF THE CORPORATION.

THE young town was now approaching a significant turning-point in its history. The loose organization of the community, resulting from its dependence upon the rulings of the Governor, and the arbitrary interpretation of his decisions, made it necessary that some better working system in the form of law should provide the town with an internal means of peace and order. Such a provision came through a recognition of this need by the Governor himself.

In the year following the institution of the Harlem court, Dr. Montagne's family, on whose deserted clearings cattle and goats now browsed at will, petitioned Stuyvesant to be allowed to return and reoccupy the Flat.

Stuyvesant, suspecting that the Montagnes had in mind a rival village, effectually defeated any such plan then and there. He refused to grant the petition, as prejudicial to the growth and welfare of the village of Harlem, and as tending to contravene the rights and privileges granted the village some years before. "If you want to settle in Harlem," he said, "petition the Town for membership. That is the only way you can take up your old holdings."

This decision, as noted by Riker, was "highly satisfactory to the people of Harlem, for several reasons. A rival settlement so near them, indeed, within their very limits, was not to be thought of. Not only would it tend to weaken them by drawing away some whom they could ill-afford to spare, but would naturally attract persons who otherwise would come hither to settle,"—a fact not lost sight of by Governor Stuyvesant.

To have granted such a request, it was pointed out, would have been also a hindrance to the natural development of the village, which, at the close of 1661, contained over "thirty male residents, mostly heads of families and freeholders."

The following are the names of these pioneers, who first succeeded in planting the seeds of civilization and religion in Harlem.¹

1. Riker's "Harlem," p. 202.



SITE OF THE OLD VILLAGE GREEN.

THIS VIEW, FROM THE FOOT OF 124TH STREET AND PLEASANT AVENUE, SHOWS THE LOCATION OF THE OLD VILLAGE GREEN ON WHICH STOOD WILLIAM HALDRON'S BLACKSMITH SHOP. MUCH MADE LAND HAS CHANGED THE WATERFRONT SINCE THE DAYS OF HALDRON; BUT THIS SHORE IS ONLY A FEW FEET REMOVED FROM THAT ON WHICH THE PATENTEES WERE ACCUSTOMED TO BEACH THEIR CANOES AFTER AN EIGHT-MILE PADDLE TO NEW YORK.



HARLEM RIVER OF TO-DAY.

VIEWED FROM THE SITE OF VERVEELEN'S FIRST FERRY HOUSE, NEAR 125TH STREET AND FIRST AVENUE.

Michael Zyperus,	French.
Jan La Montagne, Jr.,	"
Daniel Tourneur,	"
Jean Le Roy,	"
Pierre Cresson,	"
Jaques Cresson,	"
Philippe Casier,	"
David Uzille,	"
Jacques Cousseau,	"
Phillippe Presto,	"
Francois Le Sueur,	"
Simon De Ruine,	Walloon.
David Du Four,	"
Jean Gervoe,	"
Jan De Pre,	"
Dirk Claessen,	Hollander.
Jan Sneden,	"
Michiel Janse Muyden,	"
Lubbert Gerritsen,	"
Meyndert Coerten,	"
Aert Pietersen Buys,	"
Sigismundus Lucas,	"
Jan Pietersen Slot,	Dane.
Nicholaes De Meyer,	"
Jan Laurens Duyts,	"
Jacob Elderts Brouwer,	"
Nelis Matthyssen,	Swede.
Jan Cogu,	"
Monis Petersen Staeck,	"
Adolph Meyer,	German.
Adam Dericksen,	"
Hendrick Karstens,	"

The Village at this time numbering more than twenty families, it became necessary to consider a further division of the farm land adjoining the town.

Jochem Pieter's lots on the north having been divided, attention naturally turned to land on the south,—Van Keulen's Hook. The north line of this plot may be traced to-day. Beginning about where the 125th Street cross-town cars stop, near the Harlem River, it followed the Indian trail to 111th Street and Fifth Avenue. From this northern line the Hook extended southward to Montagne's Creek, at 109th Street.

In the same year that Stuyvesant refused the Montagne

petition, Van Keulen's former bouwery was laid out in twenty-two lots of equal breadth. Seventeen of these abutted on the Harlem River; the remainder touched the creek. They were designed to be six acres each, but the contents varying according to the length of the lots, a new survey was made fifteen years later (1676), by which most of the lines were contracted and the lots equalized.

At the town meeting, attended by the magistrates and freeholders of the village, which decided on these divisions, it was determined that Montagne's Flat should also be laid off in lots.

In order that full justice be done to the former owners, however, the town decided to allow John Montagne, Jr., to hold Montagne's Point, which had once belonged to his father. There, according to the will of the meeting, he was to take his full allotment, instead of owning a farm on Van Keulen's Hook or elsewhere. As a special favor the freeholders and magistrates also voted to allow him immunity from any future demands in the way of a town tax. Young Montagne, on his part, was to promise to conform to the town regulation against building on farm land, and was not to build or live upon the Point until the town saw fit to grant him permission so to do.

"Jan Montagne, Jr., after the project to form a new settlement on the Flat had failed, continued at Harlem one of the most useful and honored of its inhabitants," declares Riker. Evidently Montagne had taken Stuyvesant at his word, and had agreed to live at Harlem as a Harlemit. "He was appointed a Magistrate in 1661, and a year later served as Constable, which office he retained until the Dutch rule ended. He was the first Town Clerk, according to the earliest register, which commences, however, only with January 13, 1662, leaving the previous sixteen months a blank; an unfortunate gap at the beginning of the town's history, though partially filled by other records.

"However thwarted were the Montagnes in their plans respecting Vredendal (the Flat), they yielded gracefully to the alternative which secured to John La Montagne, Jr., the doctor's eldest son, that part of the property called the Point, . . . but surrendered the Flat to the government (the Town of New Harlem), to be parceled out by lot to such people of Harlem as still wanted more land. . . .

"While young Montagne was to remain possessor of the Point, . . . it was open to his brother William, . . . if he should become a freeholder in the same manner as the others,

by the purchase of the usual allotment, to draw with them his proportionate share of the Flat.”¹

At a later time, heirs sought to seize this property from Harlem on the ground of Kieft's grant. But their claim was not allowed.

According to the will of the freeholders, Montagne's Flat “was now laid out into parcels of from four to six morgen each, by an actual survey; running in narrow strips from the little creek (Montagne's) due west to the hills”² (Cathedral Heights), and “numbered from south to north.”

As in the case of other sub-divisions, this survey was not final, owing to the transfers of lots from one owner to another. In truth, the complications regarding titles to the Harlem properties were by no means lessened owing to the peculiar methods employed in sub-dividing land. Did Tourneur draw lots numbered 1 and 19 of any new division he would, perhaps, immediately trade with Nagel, who wanted No. 19 to go with No. 20, and who, therefore, willingly gave up No. 2. Thus, both parties were, in the end, as well satisfied as if they had originally drawn Nos. 1 and 2, and 19 and 20 respectively; but the complications in transfers by this process may be imagined.

This alienation of the Doctor's former property, and its absorption by the Town of Harlem, is but a sample of what followed in the case of all property for which Kieft had given patents. At first it had been the policy of the villagers to hold the lots in the vicinity of the village site as village property. This might have continued to the detriment of other freeholders had it not been for the action of one of the later English Governors of the Province, Andros, who began to give away property belonging to the Town.

At this the townspeople awoke. They saw that, if they did not divide the property, daily growing in value, an arbitrary Governor might deprive them of their rights by force. Frequent sub-divisions immediately followed.

This leads to the question: How and when were the boundaries of Harlem first defined, and what does the territory of Harlem include?

Harlem's boundary was first defined legally by the English Governor who wrested New York from Dutch rule in September, 1664. On this date three or four English frigates and a force of several hundred land troops, under Colonel Richard

1. Riker's "Harlem," p. 209.

2. Harlem Records.

Nicolls, suddenly appeared off the Battery, and New Amsterdam, despite growls of protest from sturdy old Stuyvesant, passed into the hands of the conquerors.¹

Colonel Nicolls found the Town of New Harlem a stockaded village, with a church organization,² a militia company composed of twenty-nine officers and men, with a commons of its own,³—in other words, a community to be seriously reckoned with.

Harlem wished an official definition of her boundary. She took this opportunity of asking for such a definition, and for a confirmation of individual holdings. Recognizing the dignity of her position in the Province of New Amsterdam, Nicolls at once sent his surveyor to the district, and, upon the latter's report, issued the first Harlem Patent, or Charter, which not only describes Harlem's boundary, but grants the territory so named to the freeholders and inhabitants, their heirs, successors and assigns forever,⁴ as follows:

Richard Nicolls, Esqr., Governor under His Royal Highness, James, Duke of York, etc., of all his Territories in America; To all to whom these Presents shall come, sendeth Greeting. Whereas, there is a certain Town or Village, commonly called and known by the name of New Harlem, situate and being on the east part of this Island, now in the tenure or occupation of several freeholders and inhabitants, who have been at considerable charge in building, as well as manuring, planting and fencing the said Town and lands thereunto belonging; Now for a confirmation unto the said freeholders and inhabitants, in their enjoyment and possession of their particular lots and estates in the said Town, as also for an encouragement to them in the further improvement of the said lands, Know ye that, by virtue of the commission and authority unto me given by His Royal Highness the Duke of York, I have thought fit to ratify, confirm and grant, and by these presents do ratify, confirm and grant unto the said freeholders and inhabitants, their heirs, successors and assigns, and to each and every of them, their particular lots and estates in the said Town, or any part thereof, And I do likewise confirm and grant unto the freeholders and inhabitants in general, their heirs, successors and assigns,

1. "Stuyvesant wished to fight even against such odds, but the citizens refused to stand by him, and New Amsterdam passed into the hands of the English without a gun being fired in its defence."—Roosevelt's "New York," p. 37.
2. Montagne had been elected *voorleser* (reader), with a salary of fifty guilders a year.
3. Here the cattle were taken every day by an officially-appointed herder.
4. Original book of Patents, Liber 1, p. 57. Secretary of State's Office, Albany.



NEW HARLEM'S PUBLIC MEETING PLACE.

BETWEEN THESE TWO OLD TREES RUNS SYLVAN PLACE. WHEN THE CHURCH GREEN NO LONGER ACCOMMODATED HER INHABITANTS FOR MASS MEETINGS, NEW HARLEM'S CITIZENS MET HERE. IT IS NOT IMPROBABLE THAT THESE SAME TREES WERE FEATURES OF THE EARLY SCENES, WHEN HARLEM'S POPULATION CONSISTED OF TWENTY-THREE FAMILIES WITHIN A STOCKADE, AND WHEN DEER WERE SO PLENTIFUL UPON THE ISLAND AS TO STRAY WITHIN GUNSHOT OF THE KITCHEN DOOR.

the privileges of a Town, but immediately depending on this City, as being within the liberties thereof; Moreover for the better ascertaining of the limits of the lands to the said Town belonging, the extent of their bounds shall be as followeth, viz., That from the west side of the fence of said Town¹ a line be run due West four hundred English poles² without variation of the compass, At the end whereof³ another line being drawn to run North and South, with the variation, that is to say, North to the very end of a certain piece of meadow ground commonly called the Round Meadow,⁴ near or adjoining to Hudson's River, and South to the Saw Mills⁵ over against Hog Island, commonly called Ferkin's Island.⁶ It shall be the West bounds of their lands. And all the lands lying and being within said line, so drawn North and South as aforesaid, eastward to the Town and Harlem River, as also to the North and East Rivers, shall belong to the Town; Together with all the soils, creeks, quarries, woods, meadows, pastures, marshes, waters, fishings, hunting and fowling, And all other profits, commodities, emoluments and hereditaments to the said lands and premises within the said line belonging, or in anywise appertaining, with their and every of their appurtenances; To have and to hold all and singular the said lands, hereditaments and premises, with their and every of their appurtenances, and of every part and parcel thereof, to the said freeholders and inhabitants, their heirs, successors and assigns to the proper use and behoof of the said freeholders and inhabitants, their heirs, successors and assigns forever.

It is likewise further confirmed and granted, that the inhabitants of said Town shall have liberty, for the convenience of more range of their horses and cattle, to go further west into the woods, beyond the aforesaid bounds, as they shall have occasion, the lands lying within being intended for plowing, home pastures and meadow grounds only; And no person shall be permitted to build any manner of house or houses within two miles of the aforesaid limits or bounds of the said Town, without the consent of the inhabitants thereof. And the freeholders and inhabitants of the said Town are to observe and keep the terms and conditions hereafter expressed; that is to

1. *i. e.*, from about 117th Street and Lexington Avenue.
2. 6,600 feet.
3. At about the intersection of Seventh Avenue with 107th Street.
4. "Matje David's Fly," the Dutch called it, meaning the hollow behind Grant's Tomb, where the Fort Lee Ferry is now situated.
5. Located on the Saw Kill or Creek, which emptied, as has been said, into the East River at about 74th Street.
6. Now called Blackwell's Island.

say: That from and after the date of these Presents the said Town shall no longer be called New Harlem, but shall be known and called by the name of Lancaster; and in all deeds, bargains and sales, records or writings, shall be so deemed, observed and written. Moreover the said Town lying very commodious for a Ferry to and from the Main, which may redound to their particular benefit as well as to a general good, the freeholders and inhabitants shall be obliged, at their charge, to build or provide one or more boats for that purpose, fit for the transportation of men, horses and cattle, for which there will be a certain allowance given as shall be adjudged reasonable. And the freeholders and inhabitants, their heirs, successors and assigns, are likewise to render and pay all such acknowledgements and duties as already are, or hereafter shall be, constituted and ordained by His Royal Highness the Duke of York, and his heirs, or such Governor and Governors as shall from time to time be appointed and set over them. Given under my hand and seal, at Fort James, in New York, on Manhatans Island, the day of May, in the eighteenth year of the reign of our sovereign lord Charles the Second, by the grace of God King of England, Scotland, France and Ireland, Defender of the Faith, etc., and in the year of our Lord God, 1666.

RICHARD NICOLLS.

Briefly, then, Harlem's boundary line was defined as running from 129th Street and the Hudson River to 74th Street and the East River. Everything east of this on the Island, including the creeks, marshes, meadows, waters and fishing privileges, belonged to the Town of New Harlem. West of the Line no one could "build any manner of house or houses within two miles of the aforesaid limits or bounds of the said Town, without the consent of the inhabitants thereof," since the Commons (as this southerly land was called) were designated solely for pasturage.

Definite as this charter seemed to be, Nicolls had omitted to insert an essential feature of Harlem's holdings,—her salt marshes on the main land, now in the Borough of Bronx.

Because of this omission and on account of Nicolls' unfortunate effort to change the name New Harlem to Lancaster,¹ as well as for other reasons, the inhabitants soon requested a new charter, which they did not secure until the following year.

1. A policy so distasteful to the villagers that not once is the name found on the town records. (Riker's Harlem.)

In the interim, however, New Harlem, as the inhabitants persisted in calling the town, passed through several important stages in its development, not the least of which was the establishment of its first local court.

Two of the patentees, about this time, had a quarrel, the story of which is here introduced as throwing light on the homely features of the early corporate life of the town.

Tourneur, at the signing of Governor Nicolls' first patent, was President of the New Harlem Court. Waldron, another of the patentees, was Constable.

Some of the freeholders had complained about the condition of Tourneur's fences. Waldron, in his official capacity, called upon his brother in the law to investigate. "What do you want?" asked Tourneur, leaning over the gate. "They say your fences are weak, and let the hogs through," rejoined Waldron. "Weak, are they?" exclaimed Tourneur. "I'll show you how weak they are!" and seizing one of the fence posts, fell to beating the Constable.

When the case was tried before the Mayor's Court, at New York, both parties were admonished "for the future to live together in good friendship," he who should first offend the other being liable to pay a fine of \$2 for breaking the peace.

Waldron's contract with Nelis Matthyssen, shortly after this, is significant as marking the cutting and removing of the last timber from the town's lot at Third Avenue and 121st Street. This work Matthyssen completed just 200 years before the present church was removed to this clearing.¹

The church now standing is the fourth structure built by the Reformed Dutch congregation on Harlem soil. The first, which stood almost on the middle line of 125th Street, about 100 feet west of First Avenue, was begun shortly after Nicolls' conquest of the Dutch colony.

Stuyvesant, being still on the island, although deposed from the governorship, was invited to help celebrate the occasion, through the town's magistrates,—Tourneur, Montagne, and Verveelen, who also acted in their further capacities of deacon, voorleser, and innkeeper.

The "spread," held January 23, 1665, costing the deacons'

1. The successor to Harlem's first church stands on this property to-day. When first erected it faced Third Avenue, but in 1886 the plot was sold to a department store, and the edifice was turned around, and now faces on 121st Street. In its tower still hangs the old Harlem bell (the first bell in the town), the only relic of the church erected in 1686. It bears the inscription: "AMSTERDAM, ANNO 1734, ME FECIT." This bell, which rang for town meetings, fires, marriages, funerals, and, in fact, on every occasion of importance to the town, is not less loved and not less tuneful than it was in the olden times.

fund about \$8.40 (a remarkably expensive banquet for that age), was closely identified with the church building movement. Means for swelling the fund were discussed, great deference being shown the guest upon whose advice they had leaned in times past, and whose opinion both as Governor and as an elder and father in the church, was deeply valued.

Stuyvesant is said to have suggested laying out more gardens suitable for building lots, to be sold to freeholders at \$10 each, "for the benefit of the town."¹ This was at once carried into effect. Gardens, twenty in number, were laid out.²

Among those present at the meeting at which this resolution was passed, were: Jan La Montagne, Jr., and Marie Vermilye, his wife; Daniel Tourneur, and Jacqueline Parisis, his wife; Johannes Verveelen, and Anna Jaersvelt, his wife; Joost van Oblinus, and Martina Westin, his wife; Joost van Oblinus, Jr., and Marie Sammis, his wife; Isaac Vermilye, and Jacomina Jacobs, his wife; Resolved Waldron, and Tanneke Nagel, his wife.

Seventy dollars toward the new church was realized by this movement, and the town was thus provided with means to start the church. The following items taken from Montagne's interesting accounts, give a statement of the contributions which the deacons were called upon to pay at this time toward the construction of Harlem's first church:

The Worthy Deaconry, Credit:

1665, 23 Jan.	By feast given Stuyvesant by D. Tourneur, J. Verveelen and J. Montagne	f. 21 : 19
" " "	" a book by Montagne	
" 26 "	" 5 planks for benches at the Church.	7 : 10
	" labor for making the benches.....	8 : 0
	" ½ lb. nails for ditto.....	12
	" to Wessels for bringing the Dominie,	7 : 0
	" to the Sexton (Koster).....	6 : 0
	" ditto	1 : 0
	" ditto	6 : 0
" 20 Dec.	" nails for the house on the church lot,	15 : 0
	" nails for the Church.....	49 : 2
	" wages for labor at the church.....	36 : 13
	" a piece of gold to the Preacher....	50 : 0
	" nails for the church.....	16 : 5

1. Harlem Records

2. These were called Out-Gardens because they lay outside of the palisades which ran around the house-lots in the days of Stuyvesant. They extended from the middle of the block between Third and Second Avenues on 121st Street to the middle of the block between Third and Lexington Avenues between 118th and 119th Streets.



SITE OF THE FIRST CHURCH BURYING GROUND OF NEW HARLEM.
VIEWED FROM 127TH STREET AND WILLIS AVENUE VIADUCT.



COURSE OF CHURCH LANE AS IT IS TO-DAY.
VIEWED FROM VERVEELEN'S FERRY SITE AT 125TH STREET AND HARLEM RIVER.

1665,	20 Dec.	By wages for labor at the Church to Jan Gulcke and Nelis.....	24 : 0
1666,	27 Jan.	“ ditto to ditto.....	40 : 0
“	3 Feb.	“ to the Sexton.....	6 : 0
“	25 Mar.	“ ditto	6 : 0
“	25 Apl.	“ nails for the Church.....	17 : 18
		“ planks for the Church.....	90 : 0
		“ Hendrick Karstens for raising up the Church and making the founda- tion (stander)	30 : 0
		“ ditto for plastering of the same....	6 : 0
“	1 Dec.	“ to the Sexton.....	18 : 0
1667,	30 Jan.	“ at allotment of the seats.....	4 : 0
		“ Jan Teunissen for a plank for the Church	1 : 10
“	7 Mar.	“ to the Sexton.....	6 : 0
		“ Nelis for making the table.....	3 : 0
		“ 1 lb. nails.....	3 : 0
		“ 3 planks for the table and benches.	4 : 10
“	27 Mar.	“ Bart the mason.....	40 : 0
“	Sept.	“ to the Sexton.....	6 : 0
		“ 2 schepels rye to sow upon the Church lot	9 : 0
1668,	Jan.	“ to the Sexton.....	6 : 0
		“ a town book.....	4 : 0
		“ Matys for taking away the Dominie	19
		“ to the masons and lime by Verveelen,	19 : 0

f. 369 : 18

The list reveals the curiously primitive conditions of the time. There were “five planks for benches,” costing the church about half of a five-dollar bill. The sexton’s salary for looking after the little frame building, which took two years to complete, was \$2.40 a quarter, or \$9.60 a year. How closely associated were church and town affairs is indicated by the fact that the purchase of a “town book” was entered upon the church ledger. Here, too, is chronicled the initial purchase of rye to sow upon the church lot after Nelis Matthyssen had finished with his clearing.

The quaint historical picture called up by the record shows the Sunday morning procession of bronzed and work-worn pioneers mounting the gentle slope of Church Lane, the Harlem near at hand, and, through the vista of trees amid which nestled the humble meeting-house, a glimpse of Bronck’s Kill and Long Island Sound far beyond. The interior of the church was severity itself. The picture has, indeed, a pioneer primness and austerity.

A rough hewn pulpit is at the end of the building. Between the two grim windows sits the solemn voorleser, waiting for his fellow-townsmen to seat themselves on the planks nailed to sawed logs, which serve for benches. Then, opening the huge Dutch Bible, he reads a passage from the Scriptures, and, after the prayer which follows, preaches a sermon, with here and there reference to the martyrs, with whose blood the Fatherland has recently been so tragically sprinkled. After the service comes the walk back along the lane, the creaking of gates on leather hinges, and films of dinner-time smoke from the little square brick chimneys. At home Sunday is an equally solemn day. The children trace Bible stories on the tiles which line the fire-place. Even the massive kettles, singing and sputtering on their hooks, have a hymnal drone.

Later, one might have seen the pipes lighted, while the children scattered through the orchard, and the housewife made tidy the house preparatory to her Sunday afternoon nap.

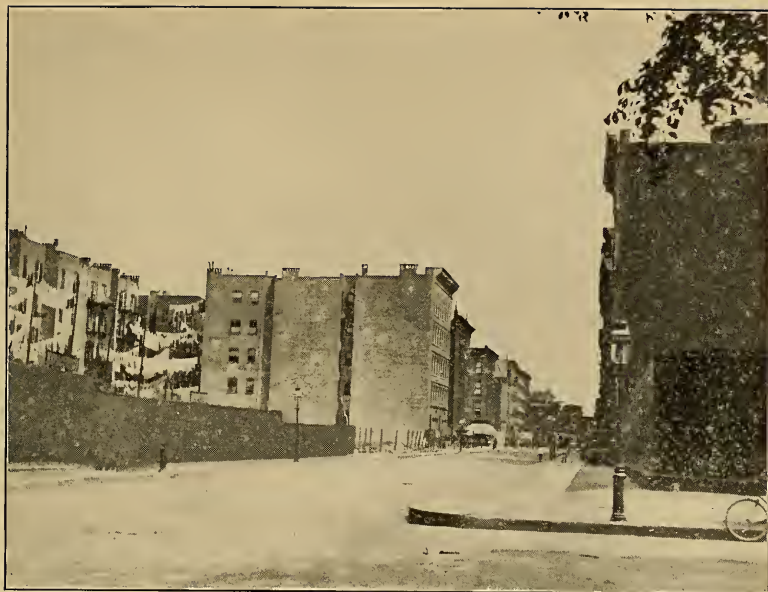
The mention of Nelis Matthyssen, in connection with the clearing of the church garden, recalls the fact that this same Swedish fence builder of Harlem was first tenant of the farm set aside for the town's poor. Matthyssen's name does not appear, however, in the list of patentees, because, when his lease of the church land expired, in 1668, he left town, settled at Hellgate for ten years, and finally moved to Hackensack, N. J., where he died.

Waldron, who had resigned as Constable when the Court declined to censure the offending Tourneur, was succeeded by Johannes Verveelen, who was chosen on May 15th, 1666. "This was followed, June 12th, by the appointment of four persons as Overseers, those chosen being Joost van Oblinus, Isaac Vermilye, Glaude Delamater and Nelis Matthyssen, while John La Montagne, Jr., was again made secretary, in which office he had not acted since 1664. The letter communicating the result contained the following instructions:¹

"The which persons (the Overseers) are hereby authorized, together with the Under Sheriff and Constable,—or three of them, whereof the Under Sheriff or his Deputy shall always make one,—in all questions and suits that between man and man in their village may happen and be brought before them, without respect of persons, to do justice and to determine absolutely, to the sum of Two Hundred Guilders in Sewant,² following the

1. Riker's "Harlem," p. 254.

2. Two Hundred Guilders in Sewant (a *guilder sewant* being equal to 13 1-3c. in



5TH AVENUE AND 100TH STREET.
THE MODERN BED OF MONTAGNE'S CREEK.



HARLEM LAKE.

[Arrow denotes where Montagne's Creek crossed 110th Street, near Fifth Avenue.]

laws here in this land established; and all the Inhabitants of the Village of New Harlem are by these ordered and charged to respect the before-named persons in all that belongs to them as their Overseers. Done at New York, the 12th of June, 1666."¹

On June 19th the members elect, presenting themselves in the Mayor's Court, were tendered and took the following oath, which created the first local court at Harlem:

"Whereas you, Daniel Tourneur, as Under Sheriff, and you, Joost Oblinus, Isaac Vermilye, Glaude Delamater and Nelis Matthyssen, by the Honorable Mayor's Court are chosen as Overseers of the Village of New Harlem, for the term of one succeeding year beginning upon this date; You Men swear in the presence of Almighty God, that you will to your best knowledge and with a good conscience, maintain the laws of this government without respect of persons, in all suits that shall be brought before you, to the sum of Two Hundred Guilders; You Men, so far as able, will execute the laws for the benefit of your town and the inhabitants of the same. So truly help you Almighty God."

The Overseers at once took upon their shoulders the burden of completing the church. Work upon the building had been continued by the two carpenters, but as the sale of the out-gardens was slow, and funds were needed if the work was to proceed, a tax to cover the necessary expenses was voted by the town folk, to be laid upon the lands "by the morgen from each lot." But it was further resolved "for the present to borrow" the necessary amount "from the poor money, with the approval of the minister and the deacons."²

Accordingly, lumber was procured, and Hendrick Karstens was employed to raise up and underpin the building with a proper foundation, and also to plaster it, that the next winter should find it more comfortable for the worshipers than the last,³ when, even on the coldest days, there was no fire (there being no stove) to mitigate the intense cold.

American money) is \$26. Beaver and other furs, with *sewant* (also called *wampum*, or Indian money, consisting of tubular beads made from the conch-shell, perforated lengthwise and fastened with thread upon strips of cloth or canvas,—see Riker, p. 153, or Munsell's *Annals of Albany*, Vol. ii, 1-8, second edition) formed the common currency among the settlers. (See Riker's *History*, p. 221.) Beaver was convenient for large payments, especially for remittances to Holland, as was *sewant* for small payments and for making change, and this was the currency used in all ordinary trading. A *guilder beaver* (because of the scarcity in beaver) was counted 40c. at the standard value of the guilder, but a *guilder sewant* was only worth one-third the former, or 13 1-3c., and it subsequently depreciated still more.

1. Harlem Records.
2. Harlem Records.
3. Riker's "Harlem," p. 256.

This period also marks an improvement in the orderliness of the village. All the cattle not pastured on Randall's Island, it appears from the Harlem Records, were accustomed to stray through broken fences across Jochem Pieter's or down the Hook (Van Keulen's) to the millpond, where the shallow waters afforded excellent wading.

The Overseers, having been appealed to by farmers whose crops had been thus damaged, issued an order, July 25th, 1666, which virtually established the first hog and cattle pound in Harlem. The order, nailed to a tree on the Lane, prohibited all persons from letting their hogs run at large without being yoked; and further provided that for every hog without a yoke found within the fenced lands, the owner should pay, besides the damage, "six guilders (\$2.40) for each hog for the first offense; two pounds of powder for the second, and for the third offense, forfeit the hog or hogs."¹ Owners of stray cattle were to suffer similar penalties.

Characteristic of these sternly religious settlers was an incident which happened on a Sunday morning of this same summer. "On September 2d, being Sunday, the quiet of the village was disturbed by Jan Teunissen and Philip Presto bringing in a canoe load of hay from Daniel Tourneur's meadow.

"The next day they and Tourneur were arraigned by the town court for working on the Sabbath. Teunissen admitted the charge, but said that Tourneur had ordered it done. Tourneur refused to appear, but said that he had given them no orders to fetch it on Sunday. The Court thereupon directed the constable to take the hay and canoe in charge till they were redeemed. Tourneur gave bail for Presto,"² and appealed from this decision to the Mayor's Court at New York, where the Harlem confiscation of Tourneur's property was upheld. No further account appears in the Harlem Records of Tourneur's servants having mowed hay on Sunday.

During the Fall of 1666 there came into Harlem's life a settler of considerable prominence,—Captain Thomas Delavall, then mayor of New York. His surname, according to Riker, was derived from Normandy, but his family was of great antiquity at Seaton-Delavall, in Northumberland, where it held large possessions.

Members of this family were active partisans of King Charles II., and it is not surprising that the talent and wealth of the

1. Harlem Records.

2. Riker's "Harlem," p. 256.

newcomer were welcomed by the handful of plodding, earnest farmers, whose sole support lay in the product of their daily toil.

Consequently, when Captain Delavall offered to build a mill for Harlem, the magistrates were not slow to see the advantages which would accrue to the town from the acceptance of the Englishman's offer, which reads:

"On this date, 3d January, A°. 1667, the Honorable Heer (Mr.) Delavall proposed and requested that the magistrates of this town do consider the following points:

"1st. That they make one-half of the road from here to the Manhatans or New York; and that Spuyten Duyvil be stopped up.

"2d. That like care be taken for a suitable Ordinary (*i. e.*, tavern), for the convenience of persons coming and going, as also of the village; and he promises the nails and the making of a scow, provided the ferry-man be holden to repay him for the same when required.

"3d. That it may be firmly settled, that the inhabitants of the town will make the dam, because other towns promise to make a dam, if so be that he please to build a mill near them.

"4th. Requests leave to erect a stone house at the rear of his land near the mill, and to fortify it as a refuge for the village in time of need.

"5th. Requests leave to run a fence straight from the fence now standing to the stone bridge, upon Van Keulen's Hook, and to use the land and meadow so enclosed.

"6th. Requests that the inhabitants of the town shall set off (fence) the meadow at little Barent's (Randall's) Island, in case they wish to keep the same, as said Island belongs to him; or otherwise, not to put the town to inconvenience, he will present them the Island, if they will free the meadows.

"7th. Whereas the Bronck's Land has been sold for two thousand guilders in beavers; and as he thought that it should more properly fall to the town,—offers for that price to let the town have it.

"Upon all which, after consideration given, to notify and inform him."

The matter having been duly discussed by the magistrates, "Johannes Verveelen agreed to take the ferry and ordinary (an inn) for six years. He was then formally sworn to provide proper entertainment for travellers, as vituals and drink, lodging, etc., and further, not to tap liquor to the Indians who should

resort to the village. On his request for an addition of six feet to his house lot, next the street, 'as he was cramped for room, and must make convenience for his ordinary,' the Court granted him 'six feet into the street, to extend right out at the south side; that is, the line stretching as the street now runs, nearly east and west.'"¹

Having thus actively taken up one clause in Captain Delavall's offer the inhabitants of the Town of New Harlem next met to pass upon the other proposals, with the following results:¹

"On the 4th of January; Advice of the Inhabitants of the town upon the propositions of the Honorable Heer Delavall.

"1st Point. Offer, together with their neighbors, to stop up Spuyten Duyvil, as it was formerly; are also resolved to make a road so far as practicable.

"2d. Have provided for this, and settled Johannes Verveelen as ferry-man and keeper of the ordinary for six years.

"3d. Agree to make the dam for the mill, provided they may enjoy its benefits according to custom.

"4th. Agree that a house be built for the bouwery (farm), to set near the mill, or where is most convenient for him.

"5th. Agree that the mill use the land and meadow lying from the fence now standing to the stone bridge on Van Keulen's Hook.

"6th. Require further opportunity to consider how this point shall be settled.

"7th. They are parties: Hon. Heer Delavall, Nicholas De Meyer, Johannes Verveelen, Daniel Tourneur, Glaude Delamater, Lubbert Gerritsen, Joost van Oblinus, David Demarest, Valentine Claessen and Derrick Claessen."

Bronck's Land, referred to under the seventh point in the Delavall offer, and embracing some 500 acres opposite Harlem on the Westchester side, mention of which has been already made, "had passed from Bronck's heirs, through several hands to Samuel Edsall. . . . With a view of buying the Bronx tract, some of these persons met the next day, and 'constituted and authorized Daniel Tourneur, Nicholas De Meyer, and Johannes Verveelen in their name to agree respecting the payment and redemption of the land called Bronck's Land; to do and execute as would they themselves if present, promising to maintain firm and inviolate whatever these, their attorneys, may do in the premises.'"

1. Harlem Records.

The plan to buy this land fell through, as did also Captain Delavall's offer to grant the town the use of Randall's Island.¹ The offer to erect a fortress on the Mill property also failed in its fulfilment, because of a hurried call for Captain Delavall from England, whither he went, after appointing Daniel Tourneur agent of his Harlem property.

Delavall's plan for the mill, however, was executed despite his absence. The town, with some difficulty, first performed its part of the agreement, and built the mill-dam which crossed Montagne's Creek, a little west of Third Avenue. Near its northern end the mill was erected, according to the Captain's orders, and Hage Bruynsen, a Swede, was appointed miller. With the consequent stir on the Mill Camp, as the site on Van Keulen's Hook, around Third Avenue and 109th Street, was called, young Montagne seemed to think the time propitious for settling on his Point, which, as will be remembered, comprised the 105th Street land between the two creeks. Acting upon his petition on January 4th, 1667, the inhabitants "voted authority to John Montagne, Jr., to build and live upon his Point,"²

With the advent of this year, 1667, came the transfer of many erven; the addition of two new ones across Church Lane, from the first village site;³ the finishing of the masonry work on the church; the completion of the table used by the voorleser, on which rested the great Dutch Bible; the establishment of an official burying ground;⁴ and the obtaining of another charter issued to rectify the unsatisfactory features of the first.

1. Possession of this Island had vested in Delavall shortly after Nicolls' advent and conquest of the New York colony.
2. Harlem Records.
3. Once known as the Judah Estate.
4. Now the site of the northeast corner of Sultzer's Park. Tourneur owned part of the land which eventually formed this burying ground (afterwards known as the negro burying ground), and in consideration of his sacrificing his erf for this purpose, he was given "the meadows lying along Montagne's Kill, west of the hills (*i. e.*, the land to the west of Mt. Morris Heights), from the rocky point till to the end of the creek on the north side of said kill."

CHAPTER IV.

THE YOUNG TOWN ESTABLISHES ITS RIGHTS.

NEW HARLEM'S desire for a new charter from Nicolls was made more insistent by a proclamation from the Governor, directing all landholders to submit their groundbriefs to the authorities at New York.

With the exception of the seven groundbriefs noted in Chapter I, the villagers had no individual titles to their extensive holdings except those granted by the Nicholls' patent of 1666. With a view to ascertaining the Governor's intentions toward New Harlem, and particularly in view of the proclamation, a town meeting was held on March 15, 1667, at which not a little concern was expressed. Some feared that the authorities intended to deprive Harlem of its territory. Others felt that their property, coming more and more into notice because of its fertility, was likely at any time to become the object of greedy attack.

Daniel Tourneur, Nicholas De Meyer, Resolved Waldron, Johannes Verveelen, Joost van Oblinus, John Montagne, Jr., and seven others, gathered at the meeting and decided that the time was ripe for a new patent, even if they had to pay for it, and accordingly passed this resolution, which Waldron, as attorney for the meeting, was empowered to formally present in the proper quarter:

To His Excellency, Col. Richard Nicolls, Deputy Governor:

The inhabitants of the Town of New Harlem, your Excellency's petitioners, would most respectfully represent, that they are informed that a placard has been issued, that each inhabitant must get his groundbrief renewed within fourteen days, expiring April 1st of this year; and whereas the most of your Excellency's petitioners even till now have no groundbriefs, they therefore pray that your Excellency may please to grant them a general groundbrief or patent, in accordance with the last survey made by your Excellency's land surveyor, Mr. Hubbard, or otherwise, as your Excellency and wise Council shall find good and proper; as also that therein



THE CALF PASTURE.

HERE IS THE CALF PASTURE OF NEW HARLEM, OVER WHOSE FENCES DELAVALL, TOURNEUR, DELAMATER AND OTHERS HAD ALTERCATIONS, AND SOMETIMES CAME TO BLOWS. THE WOODS ON THE RIGHT ARE A PART OF MOUNT MORRIS, CALLED SNAKE HILL BY THE PATENTEES, BECAUSE INFESTED BY SNAKES. MOUNT MORRIS PARK, PARTLY EMBRACED BY THIS PICTURE, INTERCEPTS FIFTH AVENUE, BETWEEN 120TH AND 124TH STREETS. IT IS THE FAVORITE PLAYGROUND OF THOUSANDS OF HARLEM CHILDREN AND AN ALLURING RETIRING PLACE FOR ALL WHO CAN ENJOY THE "GRACIOUS GREEN" OF A CITY PARK.

be included the meadows which are lying at the other side,¹ and belonging to their land.

Then, even more respectfully, with a view to getting into the good graces of "His Excellency," they continued:

Your Excellency; Whereas through ignorance of your Excellency's placards, some faults might be committed by your Excellency's petitioners, they pray that his Honor, the Sheriff, may be charged to send a copy of every proclamation affecting your Excellency's petitioners, so that they may not transgress your Excellency's orders. Herein we await your favorable answer; and meanwhile shall pray God for your Excellency's welfare. Dated, New Harlem, 15th March, 1667.

This fine bit of reverence, accompanied by the rugged diplomacies of the time, was not without its effect on the Governor and "wise Council." The ponderous machinery of state was at once set in motion, with the result that New Harlem received its second charter some seven months later, and with it obtained ample recognition of its ownership of the salt marshes in the Bronx.

The second Nicolls charter, a document of the highest historic interest and of the profoundest significance in this narrative, runs as follows:

Richard Nicolls, Esq., Governor-General under His Royal Highness James Duke of York and Albany, &c., of all his territories in America; To all to whom these Presents shall come, sendeth Greeting. Whereas there is a certain Town or Village upon this Island Manhatans, commonly called and known by the name of New Harlem, situate, lying and being on the East part of the island, now in the tenure or occupation of several of the freeholders and inhabitants,² who being seated there by authority have improved a considerable proportion of the lands thereunto belonging, and also settled a competent number of families thereupon, capable to make a township; Now for a confirmation to the said freeholders and inhabitants in their possession and enjoyment of the premises, as also for an encouragement to them in their further improvement of the said lands; Know ye, That by virtue of the commission and authority unto me given by His Royal Highness, I have given, ratified, confirmed and granted, and by these Presents do give, ratify, confirm and grant unto Thomas Dela-

1. *i. e.*, in the Bronx.

2. Notice that Nicolls affirms that this charter is but a confirmation of his previous grant ("now in the tenure of freeholders"), with the Bronx lands added.

vall, Esq., John Verveelen, Daniel Tourneur, Joost Oblinus and Resolved Waldron, as Patentees for and on behalf of themselves and their associates, the freeholders and inhabitants of the said Town, their heirs, successors and assigns, all that tract, together with the several parcels of land which already have or hereafter shall be purchased or procured for and on the behalf of the said Town within the bounds and limits hereafter set forth and expressed, *viz*: That is to say, from the west side of the fence of the said Town a line being run due west four hundred English poles, without variation of the compass, and at the end thereof another line being drawn across the island north and south, with the variation, That is to say, north from the end of a certain piece of meadow ground commonly called the Round Meadow, near or adjoining unto Hudson's or North River, and south to the place where formerly stood the Saw Mills, over against Verken's or Hog Island in the sound or East River (i. e., from the present Fort Lee Ferry to the Manhattan Power Plant at 74th Street, opposite Blackwell's Island), shall be the western bounds of their lands; And all the lands lying and being within the said line to draw north and south as aforesaid eastward to the end of the Town and Harlem River, or any part of the said river on which this island doth abut, and likewise on the North and East Rivers within the limits aforementioned described, doth and shall belong to the said Town, As also four lots of meadow ground upon the Main, marked with Number 1, 2, 3, 4, lying over against the Spring¹ where a passage hath been used to ford over from this island to the Main, and from thence hither, With a small island, commonly called Stony Island,² lying to the east of the Town and Harlem River, going through Bronck's Kill, by the Little and Great Barne's Islands,³ upon which there are also four other lots of meadow ground,⁴ marked with No. 1, 2, 3, 4, Together with all the soils, creeks, quarries, woods, meadows, pastures, marshes, waters, lakes, fishing, hawking, hunting and fowling, and all other profits, commodities, emoluments and heredita-

1. Another name for Spuyten Duyvil, which is translated from the Dutch, "The flowing or spouting spring."
2. Stony Island was the name given by our early settlers to the point of the Bronx opposite the village and Randall's Island.
3. *i. e.*, Randall's and Ward's Islands, so named after the man of massive proportions, named Barent, who was engaged by Van Twiller in the early days to look after Ward's Island. Where "Great Barent" lived thus came to be known as Barent's Island, and the English Governor, in framing this charter, simply contracted the word a little in calling it Barne's Island.
4. To the uninitiated this wording is somewhat obscure. It refers to Stony Island's meadows, located near the Bronx end of the Willis Avenue viaduct.

ments to the said lands and premises within the said bounds and limits set forth belonging or in any wise appertaining.

And also freedom of commonage for range and feed of cattle and horses further west into the woods upon this island, as well without as within their bounds and limits. To have and to hold all and singular the said lands, island, commonage, hereditaments and premises, with their and every of their appurtenances, and of every part or parcel thereof, unto the said Patentees and their associates, their heirs, successors and assigns, to the proper use and behoof of the said Patentees and their associates, their heirs, successors and assigns forever. And I do hereby likewise ratify, confirm and grant unto the said patentees and their associates, their heirs, successors and assigns, all the rights and privileges belonging to a Town within this Government; with this proviso or exception, That in all matters of debt or trespass of or above the value of Five pounds they shall have relation to and dependence upon the courts of this city as the other Towns have upon the several Courts of Sessions to which they do belong; Moreover, the place of their present habitation shall continue and retain the name of New Harlem, by which name and style it shall be distinguished and known in all bargains and sales, deeds, writings and records, And no person whatsoever shall be suffered or permitted to erect any manner of house or building upon this Island within two miles of the limits and bounds aforementioned, without the consent and approbation of the major part of the inhabitants of the said Town.

And whereas the said Town lies very commodious for a Ferry, to pass to and from the Main, which may redound to the particular benefit of the inhabitants as well as to a general good, the freeholders and inhabitants of the said Town shall, in consideration of the benefits and privileges herein granted, as also for what advantage they may receive thereby, be enjoined and obliged at their own proper costs and charge to build or provide one or more boats, fit for the transportation of men, horses and cattle, for which there shall be a certain allowance given by each particular person as shall be ordered and adjudged fit and reasonable. They, the said Patentees and their associates, their heirs, successors and assigns, rendering and paying such duties and acknowledgments as now are or hereafter shall be constituted and established by the laws of this Government, under

the obedience of His Royal Highness, his heirs and successors. Given under my hand and seal, at Fort James, in New York, on the Island Manhatans, the 11th day October, in the 19th year of His Majesty's reign, Annoq. Domini, 1667.¹

RICHARD NICOLLS.

Besides including the Bronx property (omitted in the previous patent) this second charter of Nicolls granted the right to call the town "New Harlem"; and further provided against the building of any house within two miles west of the line without consent of the "major part of the inhabitants of said town."

This provision was very necessary on account of the large herd of cattle daily led for pasturage to the small clearings in the woods.

Fifty-eight cows, besides other cattle, were included in the herd which daily wandered forth under the watchful eye of Knoet Mourisse Van Hoesem, who entered upon his duties as herdsman on April 15th of this year. At Captain Delavall's gate he left 2 oxen and 6 cows; at Daniel Tourneur's, 2 oxen and 8 cows; at Johannes Verveelen's, 2 oxen and 5 cows; at Joost van Oblinus', 2 oxen and 4 cows; at Resolved Waldron's, 2 oxen and 5 cows; at Isaac Vermilye's, 1 cow, and at young Montagne's, 2 oxen and 2 cows.

The herd, as it swung leisurely along the Indian trail, followed by herder Knoet and his faithful collie dogs, passed the ford at 111th Street, up McGown's pass, by Montagne's spring, then on to the meadows at All Saints' Gate (96th Street and Central Park West).

Governor Nicolls' mention of the ferry seemed to turn the traffic in the direction of the village, for it made the site of the new Willis Avenue viaduct the authorized line of transit to the main land, where soon was to be established the first mail route connection with Boston. Here Verveelen, as ferryman, hung out his sign:

"For one person, 4 stivers,² silver money.

"For two, three or four, each 3 stivers, silver money.

"For one beast, 1 shilling.

"For more than one, each 10 stivers, silver."

Simultaneously with the first operation of his ferry Ver-

1. Recorded in original book of Patents, Secretary of State's Office, Albany, in Liber 4, p. 60. As pointed out by Riker, the date is there given as 1666, but is an error. The Patent was issued in the 19th year of Charles II., which was 1667, and, moreover, the date is correctly given in several later documents.

2. A stiver equals 2 cents.

veelen also put forth his tavern sign board.¹ Almost immediately the first Harlem excise question arose.

New York already had a regular tax on liquors. This Verveelen neglected to pay on some half vats of "good beer" which his son Daniel had sent out to the Harlem Inn in commemoration of the opening. New York's sheriff, when told of the sending of beer, and the subsequent neglect on the part of Harlem's first inn-keeper to observe the New York laws, presented himself at Verveelen's door and demanded his dues. Verveelen said he did not know the officer, and the sheriff was forthwith ejected with the aid of the toe of Verveelen's boot.

Injured in body and mind, Anthony complained to the Mayor's Court, whereupon Verveelen explained that he knew Anthony well as *sheriff*, but not as *schout*. The City Fathers forgave him the tax, but for the quibble about not knowing Anthony they fined mine host \$8 and costs.

Here the vigilant Tourneur, Harlem's deputy sheriff, took matters into his own hands. In a letter addressed to the "Most Honorable Heeren, Overseers of this Town," he accused Verveelen of smuggling.

Whereas Johannes Verveelen, ordinary-keeper in this town, did on the 6th February wickedly smuggle one-half vat of good beer; on the 18th April, one vat of good beer, and one anker of rum; on the 27th of April, one-half vat of good beer; on the 8th May, one-half vat of good beer; on the 27th May, one-half vat of good beer, and one anker of rum; all which is contrary to the existing placards on the subject of smuggling, and by the high magistracy approved. Therefore the plaintiff, ex-officio, the preserver of the peace, demands that the defendant be condemned in the penalty of twenty-one hundred guilders, according to the placards, together with the costs of prosecution. The 14th June, 1667, in N. Harlem. Yours, Honorable Heeren.

DANIEL TOURNEUR,
Deputy Sheriff.

Things might have looked dark for Verveelen, with a fine of \$840 staring him in the face, had it not been for the love which the gentlemen of that day had for good beer, "kleyn bier," Spanish wine, and rum. Verveelen appealed not to the courts, but to the appetites of the magistrates, and, pleading with them as they smoked their after-dinner pipes, not only persuaded Tourneur

1. On the present site of the north line of 123d Street, 300 feet west of First Avenue.

to compromise the matter by a promise of the payment of 125 guilders sewant (\$16.87), but secured from the City Fathers freedom from the excise tax for a whole year, the ordinance granting this exemption reading as follows:

At the request of Johannes Verveelen, of Harlem, We, the Mayor and Aldermen of New York, have sold the Ferry there as followeth:

It is agreed he shall have the Ferry for five years, provided he keep a convenient house and lodging for passengers at Harlem, and he shall have a small piece of land on Bronck side, about an acre, and a place to build a house on, which he must clear, and not spoil the meadow, which shall be laid out by the Town, which must be a morgen of land; and at the end of five years he shall pay nothing for it, and in case it shall be let to another, the house shall be valued as it stands, and he must be paid for it; provided he may have the preference of the hiring of it at the time expired.

Here followeth what he shall ask for every man passenger, or horse or cattle.

For every passenger, two pence silver, or six pence wampum. For every ox or cow that shall be brought into his ferryboat, eight pence or twenty-four stivers; and cattle under a year old, six pence or eighteen stivers wampum.

All cattle that are swum over pay but half price.

He is to take for diet, every man for his meal, eight pence, or twenty-four stivers wampum; every man for his lodging two pence a man, or six stivers in wampum; every man for his horse shall pay four pence for his night's hay or grass, or twelve stivers wampum, provided the grass be in fence.

All men going or coming with a packet from our Governor of New York, or coming from the Governor of Connecticut, shall be ferried free. Also in regard the said Verveelen must be at the charge of building a house on each side of the Ferry, the Governor hath freed him from paying any excise for what wine or beer he shall retail in his house for one year after the date hereof. Dated at New York, this 3^d day of July, 1667.

THO. DELAVALL, Mayor.

The anxiety of the Fathers not to construe the law concerning the sale and consumption of Harlem beverages too strictly is also explained by the fact that it was the custom upon all occasions, such as the passing of titles, the building of houses, the celebration of church events, marriages, funerals, baptisms,

and the like, or the proper transaction of almost any business, to have Verveelen present with a vat or two of beer or rum. In the public accounts, for example, appear the following entries:¹

June 15, 1667, To 4½ pints Rum, and 15 cans measured Beer, used at the agreement with Verveelen	f. 20
Feb. 18, 1678, To one anker Good Beer, dispensed when Dominie Nieuwenhuysen was here to ordain the deacon	7:10
Sept. 9, 1688, To Rum at his funeral	7: 0

At this last event (which happened at Kortright's, and refers to the death of a stranger) Jan Tibout, then voorleser, was allowed 12 florins² "for an address to his credit."

The excise accounts, as taken from the books by Riker, who had access to the Harlem Records, charge the following to the patentees during one period of six months:³

Daniel Tourneur	6 charges ⁴
Isaac Vermilye	6 "
Jan La Montagne, Jr.	4 "
Resolved Waldron	3 "
Glaude Delamater	1 "
Arent Harmanse Bussing	1 "
John Archer	1 "

Whether the latter was an unusually troublesome fellow, or whether the patentees were not inclined to pass lightly over any encroachment on their cherished meadows, the fact remains that from this time until his death John Archer was continually in hot water with one or more of the Harlem villagers.

Chief among their troubles seemed to be the dispute as to who had the right to cut hay on the Westchester lowlands, which lie opposite the Speedway and Sherman's Creek district, called lots Nos. 1, 2, 3 and 4, "over against the spring," in Nicolls' second patent.

Matters came to a head when Archer not only claimed these meadows, but also bought up the Papparinamin patent from the Matthys Jansen heirs. Nicolls was appealed to in haste, and not without alarm. Would the Governor sustain the village authority as Stuyvesant had done? Nicolls set their minds at rest by a preemptory order to Archer to keep off Harlem's lands in these words:

1. Harlem Records.
 2. A florin is the same as a guilder.—40 cents.
 3. From January 16 to July 22, 1667.
 4. Of a half vat each.

A warrant to the Constable of Westchester, about some Meadow Ground Claimed by Harlem:

Whereas I am informed that the inhabitants of Harlem have for divers years mowed their hay in the Meadows on the other side of Harlem River, where John Archer of your town pretends an interest, by virtue of a patent granted for the Yonker's Land¹ to Hugh O'Neale and Mary his wife; These are to require you to warn the said John Archer, that he forbear cutting hay in those meadows this present season, and likewise that he do not presume to molest those of Harlem, until I shall be fully satisfied of the Titles on both parts, and give my judgment thereupon, to whom of right these Meadows do belong. Given under my hand at Fort James, in New York, this 16th day of August, 1667.

R. NICOLLS.

In spite of the fact that the Governor decided this point in Harlem's favor, Archer continued to trespass on the grazing ground. Not only this, his cattle seemed to share their master's love of the location. Four of them ventured on the lots in question, and were promptly locked in the pound.

Meanwhile Francis Lovelace succeeded Nicolls as Governor. Roosevelt's history calls the new executive "an archetypical cavalier," and it is not improbable that the favorite of the Duke of York was much more at home among courtiers than he was among backwoodsmen and pioneers. Harlem, obliged to put up with whatever material was supplied in the way of Governors, assumed that it need not succumb to Archer's cows, and a speedy complaint was forthwith laid before Lovelace, summoning Archer on two charges:

"First: That upon pretense of a certain purchase, he lays claim to a parcel of land upon this island, near Spuyten Duyvil, which is within the limits and bounds of their Patent, and of right belongeth to their Town."

"Second: That having seated himself very near unto some lots of meadow ground upon the main, belonging unto their Town, he is a daily trespasser upon them with his cattle, and that the said ground, lying in length alongst the Creek or Kill, cannot without very great charge be fenced in."

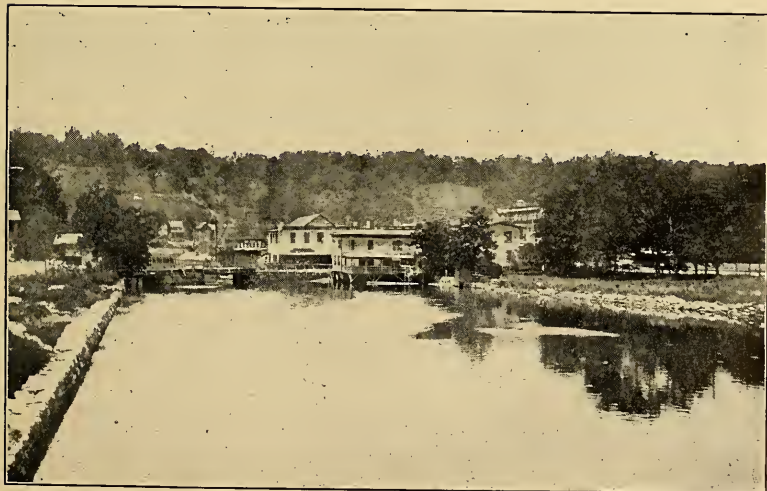
Archer replied that he owned the ground included in the Matthys Jansen patent issued by Kieft, having purchased it for \$240 from the heirs of the original patentee. But the Court decided that since Matthys Jansen's heirs had not worked the

1. This relates to the site on which the town of Yonkers is now located.



THE OLD POST ROAD.

TAKEN FROM THE NORTHEASTERN END OF MANHATTAN ISLAND LOOKING TOWARD WESTCHESTER.



PAPPARINAMIN—WHERE VERVELEN LOCATED HIS SECOND FERRY.
THE SCENE OF THE FERRYMAN'S AND ARCHER'S FAMOUS WRANGLES.

land or settled upon it, the title was forfeited by the patents which Nicolls had issued to Harlem.

This insistence by each succeeding Governor upon Harlem's right of possession, not only to the upper part of Manhattan Island, but to the lowlands opposite on the main land, fully fortified the Town in demanding of Governor Dongan, nineteen years later, the continued title to the Harlem properties, then vested in the patentees.

Because Governor Nicolls had indicated that any such purchases from heirs under old, but unworked, groundbriefs was invalid, Lovelace rendered his decision in the Archer case: "It is adjudged that the land in controversy doth belong to the Town of Harlem, by virtue of their Patent." But the Governor recommended, "in regard the owners thereof have sustained loss upon the said land," to find means to pay them "so much as the first agreement for the sale thereof."

On the second count Archer denied "any claim to the lots upon the Main, Nos. 1, 2, 3, 4, with which he is charged; but hath purchased land near adjoining, that was the Yonker van der Donck's." Thereupon it was ordered "that the defendant do bring in the patent for the Yonker's land in fifteen days' time, with what right he hath to the land where he hath built; at which time some person shall be appointed¹ to view the meadow belonging to Harlem, upon the Main, and to make a report how it may be preserved from the defendant's trespassing on it. Which persons shall also be ordered to view the passage at Spuyten Duyvil, how it may be made convenient for travellers and drift of cattle; the ferry at Harlem being found inconvenient, and not answering to the ends formerly proposed."

On November 15th, Archer tried to make good his title to the Harlem meadows, but the Court decided against him, giving him a month more to find some further papers which he said he could produce. Harlem then relented. The little Archers, their father hinted, were without milk. "Well! let him have the cows," said the magistrates, moved by this simple appeal. The cattle were restored to the man of Westchester, upon the promise that he would take better care of them in future. As to the title: Archer failed to produce the papers or to make good his title even to the land on which he lived. But as Harlem had no desire for the land beyond its meadows, the affair ended in the restoring of the cows.

1. First notice of settlement by arbitration at Harlem.

Coincident with Archer's move to the north, Tourneur started to buy up the Hoorn's Hook patent. But the Archer matter having been so flatly decided in favor of Harlem, Tourneur desisted, and was given instead eighty-one acres on the Main, bordering on what the Indians called Mannepies Creek.¹ This grant, through the marriage of Esther Tourneur to Frederick De Voe, became vested in the De Voe ancestor, who was afterward owner of the adjoining tract known as De Voe's Point.

The close of this first year of Francis Lovelace's administration² was marked by the launching of the first vessel built on the shores of the Harlem.

Increased traffic on the river was paralleled by increased demand for a good road between New York and Harlem, supplementing Captain Delavall's plea for a wagon road between the towns, which should pass through his mill camp. Early in the following year the demand for this improvement had become so imperative that on February 22, 1669, Governor Lovelace held a court at Harlem to consider the road question "which hath heretofore been ordered and appointed, but as yet was never prosecuted to effect," though "very necessary for mutual commerce with one another."

The Governor and his associates thereupon took the following method of bringing about the first wagon road between New York and New Harlem:

It is this day ordered that a convenient wagonway be made between the City of New York and this place, to which end four commissioners shall be appointed, who are to view and consider of the most convenient passage to be made.

That these four commissioners meet to view the said way on Thursday next, being the 25th of this instant month; and after having concluded upon it, that immediately they fall upon laying out the way, according to their former agreement thereupon; that is to say, the neighbors of the Bowery and parts adjacent to clear the way to be fit for the passage of wagons, from New York to the Saw Kill;³ and the Town of Harlem, from thence to their Town. That this way be laid out and cleared, according to the intent of this order, by the first day of May next.

1. Now Cromwell's Creek which joins the Harlem River near Macomb's Dam Bridge, at 155th Street.

2. 1668.

3. 74th Street and the East River; the end of the Harlem Line.

That the appointed Commissioners, upon their conclusion of the best way, do immediately give the Governor an account of their agreement, who thereupon will give order for the putting the same in execution.

That the Commissioners of either party have hereby liberty to make inspection on the sufficiency or defect of each other, to the intent that there prove no failing in either of them.¹

Another vital question, hinted at in the Archer trial, was: Where should the ferry be located?

Verveelen was dissatisfied with the 125th Street site, because people chose to ford Spuyten Duyvil rather than use his scow and pay the necessary eight cents; and the veteran ferryman was losing money.

The Governor, too, recognized that Kingsbridge road was the natural post road between New York and New England. Moreover, it was much less dangerous than the village route. Hence he was very ready to grant Verveelen's petition to have the site removed to Spuyten Duyvil, which was referred by the Governor to the Mayor and Aldermen of the city, February 27, 1669, in these terms:

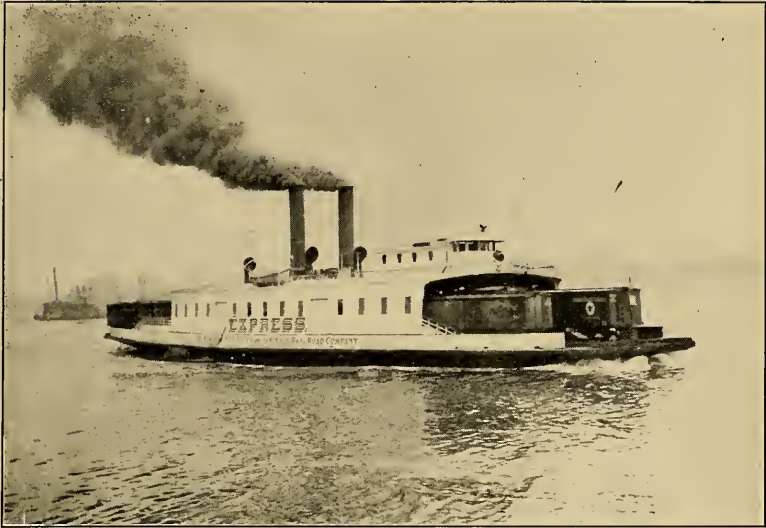
Whereas Johannes Verveelen, of New Harlem, hath preferred a petition unto me, in regard the ferry at Harlem is to be removed, and that the passage at Spuyten Duyvil is to be fitted and kept for passengers going to and from this island to the Main, as also for a drift for cattle and horses, that he may be admitted to keep the said passage; the petitioner alleging, that having a promise from the late Governor, my predecessor, as also a confirmation from the Mayor and Aldermen of this City, that he should enjoy the benefit of the ferry at Harlem for five years, conditionally that he should provide boats and other necessary accommodation for strangers, which accordingly he hath performed, but there is not as yet above two years of the time expired; I have thought fit to refer the whole case of the Petitioner to the Mayor and Aldermen of this City, who are to return back to me their judgment and resolution therein. Whereupon I shall give order for the laying out of a piece of land near Spuyten Duyvil fit for the accommodation of the person that shall be appointed to

1. Part of this road, which emerged from McGown's Pass, at 109th Street, either to continue up Harlem Lane (St. Nicholas Avenue) or to turn towards Harlem Village, was formerly laid out pursuant to an Act of Assembly of June 19, 1703. (See Hoffman ii, 249.)

keep the ferry and passage there, as also for the relief of passengers and strangers.

The Mayor and Aldermen concurring in the change of location of the ferry, Lovelace gave it his official sanction about the middle of the following July; and thus a settlement was established by one of the patentees, at the far end of the island and some five miles from the village, on land that was unequivocally conceded, by the successor of the English Governor who made the grant, to belong to the Town of New Harlem.





IN HELLGATE BAY.

FERRYBOAT MARKS THE COURSE WHERE, ABOUT TWO CENTURIES AGO, THE DUGOUT OF DR. MONTAGNE PASSED ON ITS WAY TO THE HARLEM WILDERNESS.



SCENE AT 121ST STREET AND THIRD AVENUE.

[Arrow indicates where Old Church Lane ran.]

CHAPTER V.

FEATURES OF LIFE IN A COLONY TOWN.

ON Verveelen's sign post over the Kingsbridge road, at the early Spuyten Duyvil ferry, the traveler, at the upper gateway to Manhattan Island, read this announcement:

Ye Ferryman His Rates.

For Lodging any person, 8 pence per night, in case they have a bed with sheets, and without sheets, 2 Pence in silver.

For transportation of any person, 1 Penny silver.

For transportation of a man and horse, 7 Pence in silver.

For a single horse, 6 Pence.

For a turn with his boat, for 2 horses, 10 Pence, and for any more, 4 Pence apiece; and if they be driven over, half as much.

For single cattle, as much as a horse.

For a boat loading of cattle, as he hath for horses.

For droves of cattle to be driven over, and opening ye gates, 2 Pence p. piece.

For feeding cattle, 3 Pence in silver.

For feeding a horse one day or night with hay or grasse, 6 Pence.

Many were the duties of mine host at this time. Not only had he to keep in mind the exact fare for each passenger, but certain privileged persons were permitted to cross the creek free of charge. All the various classes of travellers and the rules by which Ferryman Verveelen was to be governed were drawn up in form of a lease which contained many curious features. The document read:

Instructions for ye Ferryman at Spuyten Duyvil.

Articles of Agreement Indented, consented unto and concluded upon, the 15th day of July, in the 21st year of his Majesty's reign, Annoq^e Domini, 1669, Between the

R^t Hon^{ble} Francis Lovelace, Esq^r. Governor Gen^l under His Royal Highness James Duke of York and Albany, &c., of all his Territories in America, on the one part; and Johannes Verveelen of New Harlem, on the Island Manhatans, Ferryman, on the other part, for and concerning the settling of a Ferry at the place commonly called Spuyten Duyvil, between this Island Manhatans and the new village called Fordham, as followeth, viz., that is to say:

Imprimis, it is agreed, concluded upon and mutually consented unto, by and between the parties to these presents, That the said Johannes Verveelen as Ferryman shall erect and provide a good and sufficient dwelling-house upon the Island or Neck of Land known by the name of Papparinamin, where he shall be furnished with three or four good beds for the entertainment of strangers, as also with provisions at all seasons, for them, their horses and cattle, together with stabling and stalling.

That the Ferryman have a sufficient and able boat for the transportation of passengers, horses and cattle, upon all occasions.

That the said Ferryman cause the Pass upon said Island, near unto Spuyten Duyvil, to be sufficiently fenced in, with a gate, to be kept locked, that no person may pass in or out without his permission.

That the Ferryman do bear one-third part of the charge of making the bridge over the meadow ground to the Town of Fordham, who are to be at the remainder of the charge themselves.

That the said Ferryman do give his due attendance at the said Ferry, either himself in person, or by one sufficiently deputed by him, so that nobody be interrupted in their passage to and fro, about their occasions, at seasonable hours. Except in the case of emergency, where the public affairs are concerned, when the said Ferryman is to be ready at all seasons that he shall be called upon.

And in case of neglect of the Ferrymen's duty, upon complaint of the party wronged to the Court of Mayor and Aldermen of this City, the said Ferryman shall incur such a Penalty as the Court shall adjudge, according to the merits of the case.

In consideration of what is herein required to be done and performed by the said Johannes Verveelen as Ferryman, he, the said Johannes Verveelen, shall, for the well execution of his office, have and receive as followeth, viz.:

That the whole Island or Neck of Land called Pap-

parinamin, whether encompassed with water or meadow ground, shall be allotted to the said Ferryman, together with the piece of meadow ground adjoining to it, lately laid out by Jacques Cortilyou, Surveyor, towards the accommodation of strangers, and the defraying of his charges.

That the said Island or Neck of Land and meadow ground, together with the housing, or whatever else he shall erect or build thereupon, together with the Ferry, and the benefits, privileges, and profits thereunto belonging, shall be and remain to the proper use and behoof of the said Johannes Verveelen and his assigns, for and during the term and space of eleven years, to commence from and after the 1st day of November, 1669.

That for the first year, he, the said Johannes Verveelen, be Constable of the new Town of Fordham, which said Town or Village is to have its dependence upon the Mayor's Court of this City, in like manner as the Town of New Harlem hath; They having liberty to try all small causes under five pounds amongst themselves, as is allowed in other Town Courts.

That after the expiration of the said term and time of eleven years, he, the said Johannes Verveelen, if he so long shall live, and desire the same, shall have the first proffer to continue Ferryman; or in case of his decease, his nearest relation or assign shall have preference before another, in being admitted to take the said Ferry to farm. But if it shall happen that another person shall be invested in the employment, the person so invested shall pay unto him, the said Johannes Verveelen, or his assigns, and make such satisfaction for his buildings, boats and other accommodations remaining thereupon, as shall be adjudged by two indifferent persons to be chosen between both parties.

That at the expiration of the term of eleven years, the said Johannes Verveelen or his assignee who shall exercise the employment of Ferryman, shall be obliged to have the house tenantable, with a sufficient boat, and the fences and gates kept in repair, as they ought to be continued all the time, so that no discouragement be given to passengers, nor the Ferry through any neglect be discontinued.

That the Ferryman shall take and receive of all passengers, whether alone or whether on horseback, drift of horses or cattle for lodging, diet, feeding, passage or ferrying, according to the rates in a table to that end directed and set forth.

Provided always that all persons employed by special warrant from the Governor, or any Magistrate upon the public account, shall be exempted from paying either ferriage or passage for themselves or horses, as also such person or persons as shall at any time be summoned to appear in Arms, upon any emergent or extraordinary occasion, who are likewise to be free.

Moreover if the Governor shall at any time within the term aforesaid think it convenient that a Fair shall be kept either in the City or any other part of the Island, It is also agreed upon, that all droves of cattle and horses passing over the said Ferry shall be free from payment, either in going thither or returning back, which privilege shall continue during the time of keeping the Fair, as also a day before and a day after its expiration.

And lastly, the said Johannes Verveelen, or whosoever on his behalf shall keep the Ferry aforesaid, shall pay yearly and every year as a Quit rent to His Royal Highness, the sum of Ten Shillings.

In testimony hereof the Parties to these Articles Indented have interchangeably put their hands and Seals the day and year first above written.

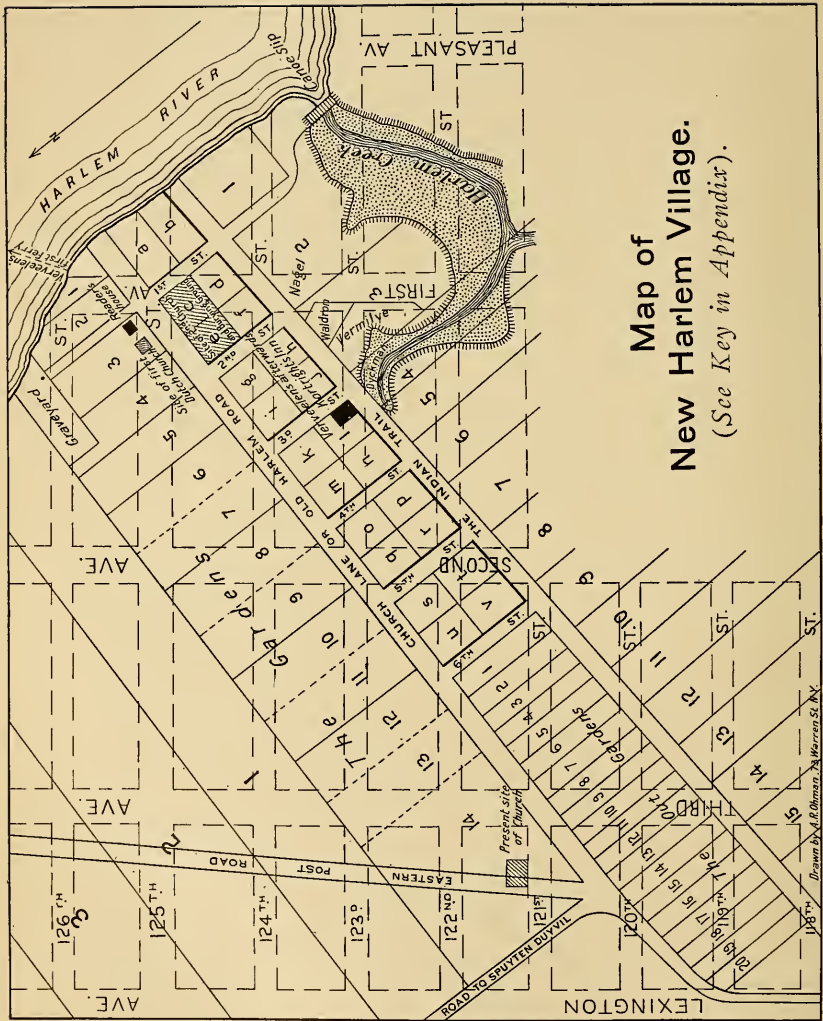
FRANCIS LOVELACE,
JOHANNES VERVEELEN.

The key to Manhattan Island was thus securely placed in New Harlem hands, despite Archer's subsequent and frequent attempts to oust Verveelen from Papparinamin. Harlem's position, too, was strengthened by Lovelace's action soon afterward in ordering the merchants who had bought up the Jansen and Aertsen patent to sell their interest to the Town of New Harlem for \$300.¹ Harlem's banking privileges were thus called into action. Had Lovelace not taken this position, outsiders like Archer might have felt encouraged to buy up the old patents and settle on the land. But Lovelace so firmly upheld his predecessors on this point that Harlem had no occasion to feel doubt as to the security of its position.

With these strategic points protected by one of their number whom they thoroughly trusted, the New Harlem patentees now gave up litigation for a time and settled down to a quiet village life.

With the passing of the Colony into the hands of the English

1. This \$300 debt, soon to appear on the Town books as due to Paulus Richard of New York and a Brooklyn merchant named Thomas Lambert, strikingly illustrates the increase in the value of property in the neighborhood of Sherman's Creek on the upper end of the Island within the past 200 years. The Jansen and Aertsen land is worth more than a million dollars to-day.



Map of
 New Harlem Village.
 (See Key in Appendix).

Drawn by G. R. Ohman, 74 Warren St., N.Y.

and the establishment of a permanent peace with the Indians, the stockade became obsolete and the village homes scattered beyond its narrow boundaries.

The accompanying village map shows in detail the arrangement of the village streets and the situation of the different householders.

The house of Montagne the younger, on the Lane, was typical,—a one-story wooden cottage, with long, sloping thatched roof, quaint dormer windows, with small square panes, and weather-beaten clap-boards fastened with large wrought nails. Of course, paint for the exterior of the houses was an unknown luxury in New Harlem at this time. Within doors a frequent whitewashing gave an appearance of wholesome cleanliness.

Montagne's lot abutted on Church Lane and First Street. About the erf, with its staunch cottage and well-stored barn,¹ ran a picket fence, shaded by poplars, with here and there an apple or peach tree, and overhung with lilacs.

Across First Street from Montagne lived stern old Magistrate Glaude Delamater, whose two erven, lettered *c* and *d*, adjoined Kortright's, who owned *e* and *f*. Kortright was at this time coming into prominence in the town's affairs as successor to Verveelen at the ordinary, and he had also served one term with great credit as Constable.

Kortright's newly-purchased inn was on lot *l*, where Verveelen had built it. Verveelen still retained lot *l*, with the exception of the ground occupied by the inn. Entering the broad portal beneath a great sign, which extended fully six feet over the Indian trail near the Third Street corner, one would have seen the very prototype of Mynheer's Inn at Kortright's old home in Schoonrewoerd.² Scattered over the floor was fine sand from the sea. About the room were crude tables, scrupulously white, and rough benches. Tankards bearing quaint Dutch mottoes hung invitingly along the shelves. Near the bar, at the side of the large square room, stood Kortright, Dutch pipe in hand, an ever-affable host.

Opposite Kortright's home, on Second Street, lived Pierre Cresson.³ As Brevoort, the patentee, was soon to succeed Cresson, it may be noted that Brevoort lived on this plot *h*. On lot *g* stood

1. Schuer, the Dutch called it.

2. Also the home of Jan Louwe Bogert who succeeded Montagne as owner of Montagne's Point.

3. Not mentioned among the patentees because he left town on May 23d, 1677, after selling his land to Jan Hendricks Brevoort.

the house of Daniel Tourneur. On lots *i* and *j* lived Joost van Oblinus.¹

Across Third Street from Oblinus, on lot *k*, lived Adolph Meyer, who served with distinction in the militia of the Town and rose to the rank of corporal.

On lots *m* and *n* lived Lawrence Jansen Low, and across Fourth Street, on lots *o* and *p* were two of Captain Delavall's houses rented by his workmen.²

Beyond Sixth Street, on lots 19 and 20 of the Out-Gardens, lived Bussing. Passing his door and turning into the Indian trail one came first to Dyckman's home on lot No. 4 of Van Keulen's Hook. Next door to Dyckman's,—on Van Keulen's Hook, lot No. 3,—lived the venerable and much-respected Isaac Vermilye.

Near neighbor to Vermilye and Dyckman, on Van Keulen's Hook, lived Resolved Waldron, the former sheriff; and next to him, on the east, lived his son-in-law, Jan Nagel.

Beyond Nagel, toward the water, stood William Haldron's³ cottage and the village smithy. Further to the south, near the foot of Pleasant Avenue and 124th Street, was the little cove where the villagers beached their canoes after a trip to the city.

On lot *i* owned by Oblinus,⁴ there lived at this time a man named Gerritsen, whose daughter Eva married an ancestor of the Bussing family.

"In vain," says a description of Mrs. Bussing's house,⁵ "we glance around the room for many articles which, in our day, imperious fashion, and even comfort, demands. The furniture goes but little beyond the practical and useful. A gilded mirror, indeed, adorns the whitewashed wall. The two beds have pillows and striped curtains. Two very convenient chests contain the clothing of Mrs. Gerritsen and her daughter, fair Eva, who, five years later, married Mr. Bussing. On one side is a small octagon table, and here a brass candlestick and a warming-pan. Upon hooks on the wall hang a musket and fire-lock. No stove is there, but in the ample fireplace the wood crackles and blazes

1. Oblinus had served one term as magistrate. That his opinion was highly valued is shown by the reiterated line in the Harlem Records: "Done with the advice of Joost van Oblinus."
2. Being in the favor of King Charles I and later of Charles II, Delavall spent most of his time in New York in close touch with affairs in London. His term as Mayor of New York City also helped to make permanent his residence in New York instead of at Harlem where many of the Captain's most valuable interests were located.
3. Haldron was throughout his existence at Harlem the village smith.
4. Oblinus afterwards sold his property to Johannes Benson.
5. Riker's "Harlem," p. 334.

cheerfully above the huge back-log and around the two iron dinner pots, hung to the trammel by hooks and chain.

"On the table or shelves and in the pantry we notice exactly 1 pewter bowl, 2 small pewter platters, 4 pewter trenchers, 6 pewter spoons, a pewter cup with lid and another without, 2 white earthen jars, a copper cake pan, a small copper pot, a small brass kettle, 2 water pails, and 2 churns for butter-making. There is still place for 2 siths, 2 sickles and 2 augers.

"We ascend to the 'loft.'" Here are 4 milk pans, 2 iron hand-basins, 2 tubs, a lye-barrel, a cask filled with buckwheat, 2 ploughshares, a plough-chain and rope, a coulter, a yoke with a hook, 2 old sickles, an adze, and a sail mast, perhaps belonging to the canoe at the strand.²

"Invited out to the barn," here is the garnered harvest, stores of rye, peas, and buckwheat in the sheaf, and 10 or 12 bundles of unswingled flax; also, a fan, harrow and 2 iron forks. On the premises, fat and sleek in their sheds and stalls, are the live-stock: 2 yoke of oxen, 2 cows, 1 black, the other red; 1 steer and 2 calves. Four young hogs are running upon Little Barent's Island. Other farming implements are at hand: 2 ox yokes, 2 iron plough-rings, a wood-axe, 3 iron wedges, 2 hand-saws and a draw-saw, 2 iron-bound buckets and an iron lamp.

"Ah! here stands the ox cart, and here are 2 new cart wheels. The plough is missing; left where Lubbert's last ploughing was done,⁴ out on one of the bouwlants⁵ of which he has the Nos. 4 and 9 on Jochem Pieter's, with salt meadow, and out-garden No. 11 beside.

"Busy bees still hum about, sucking sweets from the Fall flowers, with which to store the 7 hives in the garden, and hens as busily scratch and cluck about the barnyard."

Separated as were these modest settlers from the pomp and gaiety which even in Stuyvesant's time had begun to mark the doings of the smart set in New York City, content if only allowed to worship according to the dictates of their own consciences, and satisfied to follow the plain habits of the Fatherland, few changes are found in the life and habits of the patentees during the few years which precede the Dongan patent.

1. Although Harlem's dwellings at this time were but one story in height they had a loft in which strange collections came together. Sometimes grain was stored in the loft. Sometimes it served the purpose of an extra bedroom.
2. The cove where the canoes were beached near Haldron's shop.
3. These barns with squatty eaves and high ridges were the exact counterparts of the houses.
4. Lubbert Gerritsen, Eva's father, had just died suddenly. This description is thus rendered possible by an inventory of his goods taken immediately after the tenant's death.
5. Farm lots.

Inevitably the homely routine of life in the village was punctuated by death. Old settlers were carried to their last resting places in the little cemetery back of the church. Dr. Montagne, the pioneer, died in 1670. His son John died two years later. While the doctor's efforts, materially aiding the young colony, were put forth during the early days of the settlement, John's were of such a character as to be useful to the town after its incorporation, and his services as voorleser and school teacher, no less than his fame as an athlete and horseman, made his departure from the village life a conspicuous loss.

It was shortly before John Montagne's death that Glaude Delamater and Hester du Bois, his wife, drew up this typical will:

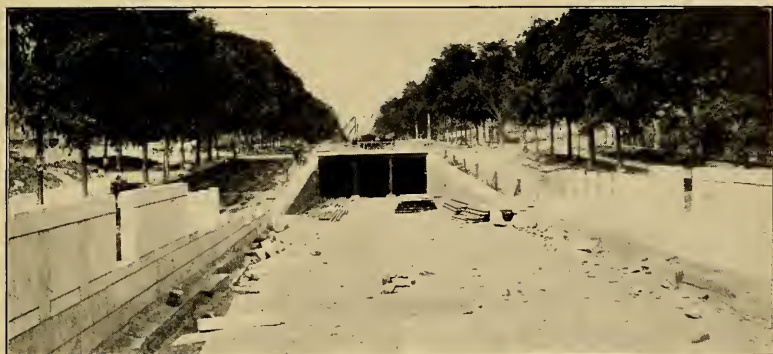
In the year of our Lord and Saviour Jesus Christ, 1670, the 15th April, appeared before me Jan La Montagne, Junior, admitted Secretary of this Town by the Honorable Mayor's Court, residing within the jurisdiction of New Harlem, Glaude le Maistre and Hester du Bois, husband and wife, of sound memory and understanding as externally appears; and of mind to make a disposition of their temporal estate. First, on resting in the Lord, they commit their souls into the hands of the Most High God, and their bodies to decent burial, and fifty guilders in sewant to the poor in this place. Secondly, they annul all testaments and codicils that before this were made, and declare this mutual testament to be their final will. One of them having deceased, the survivor is to continue in full possession till again married, when the marrying party shall place into the hands of two guardians thereto appointed by the Court, a full account of all; remaining in possession until the children arrive at age, or are married with the consent of father or mother: on condition of placing in the hands of the guardians a mortgage upon the real estate, so the same be not alienated. Excluding or renouncing herewith all Orphan Courts, or laws which may conflict with these provisions. In presence of David Demarest, Joost van Oblinus and Marcus du Sauchoy, as witnesses hereto requested, and who beside the testators, have subscribed to these presents. Dated as above.

GLAUDE LE MAISTRE
D. B.

David Demarest.
J. van Oblinus,
Marc du Sauchoy.

This is the mark of
HESTER DU BOIS.

With my knowledge,
J. Lamontagne, Junior, Sec'y.



THE SUBWAY.
WHERE IT CROSSES THE HARLEM LINE.



WESTERN END OF CHURCH LANE.
[Arrow points to wall running on center line.]

Not only were the patentees interested in the division of property after death, but an incident, occasioned by the intended removal to New York of Constable Jaques Cresson, brought out the fact that the division of lands between living owners was not always harmonious and peaceable. One reason for this was possibly the generous measurement which characterized the first surveys of the farm lots. Afterward as the farms were developed to their farthest bounds these dividing lines came to be a matter of moment. In closing his accounts Cresson announced that Wouter Gerritsen's fines for not keeping his fences in order, as required by law, were 43 guilders 10 stivers. This vexed Wouter's wife, who declared that the loss was more than she could stand, and, overcome with vexation, she scolded the magistrates, and even went so far as to call Waldron an uysuyper (drunkard). The staid magistrate immediately called her to account with a fine of \$2.40 and costs.

The choosing of magistrates from among neighbors who seemed, when off the bench, to be just as human as their fellows, led to many similar questionings of their official decisions. Note-worthy among these, because of the animosity displayed, was the dispute between Pierre Cresson and Magistrate Delamater, to whom the former had leased his farm. Things had not gone smoothly between them for some time past, when a friend reported to Cresson the death of one of his oxen. In the dispute which followed, Cresson accused Delamater of allowing the ox to die through neglect. Delamater is said to have replied that Cresson was "a villain for driving away his wife" (Mrs. Cresson being out of town at the time). Cresson took the matter to court where Delamater sat as magistrate, and in the latter's august official presence announced that he felt no more than justice would be done if he were to slap his honor's face. The ox seems to have been lost sight of at this juncture, for Delamater was fined \$4.80 by his brother magistrates for letting his temper get the better of him, and Cresson had to pay a similar fine for talking disrespectfully of the bench.

Toward the expiration of Delamater's lease the court, which subsequently ordered payment for the ox, was advised that one of the farm tools was broken. Delamater said it was at the blacksmith's, being mended. Cresson, on being saddled with the charges of this hearing, held his temper as best he could; but when Delamater, as a member of the court, ordered Cresson to fetch the mended tool from the smithy, and in addition fined the owner another \$4.80 for the trouble he had caused their honors,

Cresson complained bitterly. "Have I got to pay this fine?" he exclaimed angrily. "Well, then!" he shouted, on receiving an affirmative answer, "you are unjust judges!" But this did not seem to adequately express his feelings, for he added: "Instead of judges, you are devils!" The court promptly ordered the irate offender to be locked up, and, muttering threats of vengeance, Cresson was led away to the village lock-up. "That settles it!" exclaimed the French refugee after the Constable had left him to think it over behind the bars, "I will leave town as soon as possible." And forthwith, on April 15th, 1671, on being released from jail, he made good his threat, which explains why Pierre Cresson's name is not found among the Dongan patentees, though it does appear on the previous tax lists of the village.

For an authentic description of the manner in which the village property was held about this period no more reliable record presents itself than these same tax lists. One of them was made up in May, 1670, when Captain Matthias Nicolls, the colonial secretary, presented his bill of \$132.80 for his services in connection with the second Nicolls patent. To meet this obligation an assessment on the erven and bouwlants was determined upon by the villagers, each erf being taxed at the rate of 2 florins 7 stivers and each acre of farm land being assessed 6 stivers. It should be added, however, that the farm lots on Montagne's Flat and Montagne's Point, the last named, at the time the list was made, being occupied by Jan Montagne and his family, were not taxed. But instead, it was ordained that the young schoolmaster should pay a small tax on his share of the Calf Pasture (now Mt. Morris Park). Here is the list of owners and their holdings, together with the amounts of individual assessments:

FEATURES OF LIFE IN A COLONY TOWN. 63

LAND OWNERS IN HARLEM VILLAGE MAY 1ST, 1670.	Erven.	Farm Lots.	Morgen in the Lots.	Amount of Tax.	No. of Loc. P. Lots.	No. of Van K. Lots.	LOT NUMBERS.	
							J. P. Flat.	Van J. Hk.
Thomas Delavall.....	5	10	48	f. 40:11	6	4	3, 12, 19, 20, 21, 22	12, 13, 16, 22
Glaude le Maistre.....	2	3	15	13:14	2	1	14, 15	21
Cornelis Jansen.....	2	4	18	15:10	2	2	2, 18	6, 15
Jean le Roy.....	1	2	9	7:15	1	1	11	1
Daniel Tourneur.....	3	5	21	19:13	2	3	1, 17	17, 18, 19
Lubbert Gerritsen.....	1	2	12	9:11	2	0	4, 9	.....
Johannes Verveelen.....	2	4	15	13:14	1	3	10	7, 8, $\frac{1}{2}$ of 4, $\frac{1}{2}$ of 9
David des Marest.....	1 $\frac{1}{2}$	1 $\frac{1}{2}$	8	7:15	1	3 $\frac{1}{2}$	7	$\frac{1}{3}$ of 5
Johannes Vermelje.....	1	0	0	2:7	0	0	.....	.....
Joost van Oblinus.....	2	3	12	11:18	1	2	13	10, 11
Conrad Hendricksen.....	1	0	0	2:7	0	0	.....	.....
Pierre Cresson.....	1	2	9	7:15	1	1	5	20
Resolved Waldron.....	2	4	15	13:14	1	3	8	2, 3, $\frac{1}{2}$ of 4, $\frac{1}{2}$ of 9
Jan Nagel.....	$\frac{1}{3}$	1	6	3:12	1	0	16	.....
Jean des Marest.....	$\frac{1}{2}$	0	0	1:3 $\frac{1}{2}$	0	0	.....	.....
Isaac Vermeille.....	0	$\frac{1}{2}$	1	:12	0	$\frac{1}{3}$	.....	$\frac{1}{3}$ of 5
Jaques Cresson.....	1	2	9	7:15	1	1	6	14
Jan La Montagne.....	(small tax for the Calf Pasture which is illegible in the original)							

Of the \$132.80 due Captain Nicolls, it is evident that only 195 guilders were paid in the first installment, for shortly afterward the following list of the town debts was issued by Resolved Waldron, showing a balance of 137 florins still due the secretary:

To Mr. John Sharp.....	f. 92 : 0
“ Abraham la Noy.....	68 : 0
“ Daniel Tourneur.....	73 : 16
“ Johannes Vermelje.....	24 : 0
“ Resolved Waldron.....	41 : 4
“ Joost van Oblinus.....	6 : 15
“ Meyndert Maljaart.....	3 : 0
“ Pierre Cresson.....	2 : 10
“ Glaude le Maistre.....	6 : 15
“ David des Marest.....	2 : 0
“ Jean le Roy.....	4 : 10
“ Nicolls, for the Patent.....	137 : 0
“ Paulus Richard, for the land at Spuyten Duyvil.....	300 : 0
“ Johannes Verveelen.....	87 : 13

Trifling as these amounts seem, the largest of which (300 florins) amounted to only \$120, Harlem's debts weighed heavily upon the villagers in those days. Added to the account just mentioned were the taxes for the wages of the voorleser and the sexton, and the other church expenses, not to mention the cost of completing the road between New York and Harlem.

To properly provide for Hendrick Jansen Vander Vin, a former freeholder of Harlem, summoned to act as voorleser and schoolmaster, in the place of John Montagne, Jr., resigned, the villagers voluntarily subscribed the following loads of firewood, together with a suitable dwelling house and a salary of 400 florins (\$160) annually:

Resolved Waldron, Glaude Delamater and Joost van Oblinus each 12 loads of firewood; David Demarest, Pieter Roelofsen, Jan Nagel and Lubbert Gerritsen, each 6 loads. John Montagne, Jr., agreed to pay 42 cents yearly towards his successor's salary. To aid in making up Vander Vin's munificent salary of \$160, the town lot, garden and meadow were leased to a newly-arrived citizen for \$48 a year. On a fair estimate one small corner of this property is now worth \$500,000.

Nor was the voorleser's salary the greatest of the cares which weighed upon the Town's shoulders. The New York-New Harlem road was practically impassable north of the Fresh Pond,—now the site of the Tombs prison, and to rectify matters, the Mayor's Court, on April 18th, 1671, passed the following resolution:

“Whereas the carriage road between this City and New Harlem is impassable; and this Worshipful Court considering it necessary that a carriage road be maintained between this City and the above-named village: It is therefore ordered and directed by the W. Court that the magistrates of New Harlem and the overseers of the highways beyond the Fresh Water shall lay out together the most suitable work, and that then, on the first day of the next coming month of May, the said road shall be made fit for use, by the inhabitants of the village of Harlem, and the householders, both on this and the other side of the Fresh Water, each for his limits, and that on such penalty as shall be fixed by said magistrates and overseers.”

Immediately thereafter overseers were appointed to carry forward the work on the road, but that their efforts were unavailing is seen in another order from the Mayor's Court on February 13th of the next year, empowering “Mr. Cornelis van Ruyven and



EAST RIVER PARK—HOCRN'S HOOK.

OVERLOOKING THE END OF BLACKWELL'S ISLAND, HALLET'S POINT, HELLGATE, AND HELLGATE BAY, STANDS THIS OLD MANSION ON WHAT IS KNOWN AS EAST RIVER PARK. RUMOR HAS IT THAT THE HOUSE WAS BUILT BY A NOTED SMUGGLER OF THE EIGHTEENTH CENTURY; CERTAINLY THE ROCKS AND CAVES IN THE EAST RIVER, NEAR AT HAND, MIGHT HAVE AFFORDED A SAFE RETREAT FOR LAW BREAKERS. THE MANSION, AS IT STANDS TO-DAY, IS ONE OF THE FEW RELICS OF HARLEM'S COLONIAL TIMES. WITHIN ITS SPACIOUS DRAWING-ROOMS A COACH AND FOUR MIGHT BE TURNED AROUND WITH EASE; AND THE KEEPERS TELL IMPOSING TALES OF THE NOTED ONES THIS ROOF HAS SHELTERED IN THE DAYS GONE BY.

Mr. Isaac Bedlo, aldermen, to cause the former orders for making a good wagon path betwixt this city and the Town of Harlem to be put into strict execution."

Meanwhile there was a recurrence of the trouble with Archer. The blotter of the court which Mayor Delavall held at Harlem on September 8th, 1671, contains the following entries:

1. Complainant of David Demarest¹ against John Archer, for mowing grass in his meadow at Spuyten Duyvil, being No. 1 on the Westchester side.
2. Complaint of Martin Hardewyn, of Fordham, against Archer, for breaking down his fences.
3. Complaint of Marcus du Sauchoy, of Fordham, against Archer, for throwing his furniture out of doors.
4. Complaint of Johannes Verveelen against Archer.

The outgrowth of these various complaints was an order that the "defendant, John Archer, behave himself for the future, civilly and quietly against the inhabitants of the said Town, as he will answer the contrary at his peril." Harlem followed this up with: "And it is further ordered, that all small differences, which for the future shall happen to fall out at Fordham aforesaid, shall be decided at Harlem by the Magistrates of Fordham, with the assistance of two Magistrates of Harlem aforesaid, except those of Fordham will be at the charge to satisfy the Magistrates of Harlem for coming up to their Town of Fordham."

This resolution was the last drop in Archer's over-flowing cup of bitterness against Harlem, and he appealed to Governor Lovelace to incorporate Fordham in an effort to evade Harlem's jurisdiction. Governor Lovelace granted the petition, possibly with the idea of holding Archer within his own bounds. But if this result was expected, the Governor was to be disappointed, for Verveelen complained shortly afterwards that Archer was again trespassing on Harlem's meadow land at Papparinamin. Disgusted with these petty quarrels, Lovelace sought to adjust affairs between the disputants by means of the following resolution:

Whereas the Meadow Ground or Valley by the Creek beneath the town of Fordham at Spuyten Duyvil is claimed by some of the inhabitants of New Harlem, but is at so great distance from them and lying unfenced, and so near the Town of Fordham that those of Harlem can receive little or no benefit thereby, as the inhabitants of

1. Demarest, who lived for a time on lot *b*, then bought out Montagne and occupied both *a* and *b*. He is not mentioned in the Dongan charter sixteen years later, because in 1677 he sold his Harlem property, paid the Town in full and removed with his family to Hackensack, where he settled on a two-mile-square tract commonly called the French Patent.

Fordham cannot avoid being daily trespassers there, if the property shall continue to Harlem: To prevent all further cavils and contests upon that subject, as also for an encouragement to that new Plantation, as well as in compensation to those of Harlem for their interest which they shall quit at Spuyten Duyvil; I do hereby promise and engage that some convenient piece of meadow being found out at or near Bronx Land, in my disposal, I shall grant and confirm the same unto the persons concerned; provided the said grant do not greatly prejudice the rest of Bronx Land when it shall be settled; and I do refer this matter to Daniel Tourneur and David des Marest, with John Archer, to make inquiry hereunto, and make report thereof unto me with all convenient expedition. Given, etc., this 9th day of November, 1672.

FRANCIS LOVELACE.

Lovelace's order proved of no avail, notwithstanding his earnest effort to play the role of peacemaker between Harlem and Archer. Either no suitable meadow not already owned by Harlem was located in the Bronx, or Harlem did not choose to relinquish what it had so long fought for and retained; for the meadows still remained in the village custody, and were included by Dongan in the final patent issued to New Harlem.

Proof positive that these external disorders did not interrupt the course of Harlem's domestic affairs is given in an extract from the records of bans at New York City, "entered by consent of the Worshipful Mayor of this City," (New York), and according to custom published in the church:

Feb. 18th, 1671, William Waldron, born at Amsterdam, with Engeltie Stoutenburgh, of New York. Present, Resolved Waldron and Peter Stoutenburgh.

April 29th, Adolph Meyer, young man, born at Uslen, in Westphalia, with Maria Verveelen, born at Amsterdam.

Only a short time before Jan Nagel had won from Waldron his daughter Rebecca, and the latter's sister Aeltie had left home as the wife of young Johannes Vermilye. Cupid and the fine orchards surrounding Church Lane were making noteworthy changes in the households of the original patentees. The young town had a cheerful philosophy. Occasions for additional fines for stray oxen, cows and hogs were turned into scenes of merriment. At the settlement of the fines on October 25th, 1671, Kortright was fined because two of his horses had strayed upon the bowlant without a herder. Two of Waldron's and one of Adolph Meyer's had done the same thing, and a pair of oxen

belonging to David Demarest, one of Delavall's hogs and two of Pieter Roelofson's, three hogs belonging to Waldron and Nagel, and a yoke of oxen owned by Jean le Roy, had committed similar offenses. The entire bill of 74 florins 8 stivers was satisfactorily arranged over numerous tankards of Kortright's beer, for which his bill against Harlem was \$16.04, itemized as follows:

Cornelius Jansen Kortright, Credit,	
Drank at the settlement of the fines, the 25th	
Oct. 1671, at two bouts	f. 34 : 0
Also for Mr. Arent, engaged at writing, 2 vans	
(quarts) beer	1 : 12
Further, after the settlement was concluded, also	
drank 5 vans beer and 1 muts (gill) rum	4 : 10
	f. 40 : 2

In the gathering at Kortright's appears a new figure, but one which becomes familiar in the chronicles of the village,—that of Jan Louwe Bogert, of Schoonrewoerd, a Mannheim refugee, who reached America in 1663, originally settled in Bedford, L. I., and succeeded John Montagne as owner of Rechawanes (Montagne's Point) in the Spring of 1672.

Shortly after Bogert's coming occurred the death of the former owner of the Point, whose last official entry as Secretary of the Town mentioned an altercation between David Demarest and Glaude Delamater, in which Delamater kicked Demarest. Demarest retaliated by hitting the Magistrate on the breast with a stone. In the Mayor's Court at New York Demarest was put under bonds to keep the peace.

In Montagne's death Harlem church sustained a loss which seemed, for the time, irreparable. Vander Vin, of whom mention has been made, took Montagne's place, and in many ways successfully filled the positions of trust involved. To him, Resolved Waldron, on January 16th, 1673, "with the advice of the Constable and Magistrates," delivered the Town's valuable papers, which included:

- No. 1. Patent of the town N. Harlem, in the English.
- " 2. Patent of the said town, in Dutch.
- " 3. Two confirmations of the same, in English.
- " 4. Patent in Dutch.
- " 5. Ordinance of the Mayor's Court.
- " 6. Extract from the Mayor's Court.
- " 7. Procuratie ad lites.
- " 8. Groundbrief of Spuyten Duyvil.

Naturally, Vander Vin was somewhat perplexed at the complications in the Town books, and at a meeting of the freeholders it was decided to call upon Pieter Roelofsen, then living at Mespat Kills, to give an account of the Town affairs during his term as Constable. With the former Constable's help, matters were straightened out at a meeting of the burghers on February 4th and 5th, 1673, at which Roelofsen presented a statement of the receipts and disbursements of his office during the two previous years. From this it seems he had collected 76 florins 10 stivers, in part payment to John Sharp, a New York Notary Public, who had doubtless been called upon to witness several of the deeds, wills, etc., executed by Montagne, the "balance being more than covered by a load of wood, 20 florins, delivered to the notary by Resolved Waldron."

The Town was not at its ease about its various debts, and at the second day's meeting it was resolved to advertise for creditors and for a statement of their claims against the corporation. On March 6th, according to the advertisement, these claims were due at Vander Vin's office, and on this day the freeholders met. "It was found," reads the Secretary's account, "that the accounts of J. La Montagne and J. Verveelen upon their books concerning the town, were balanced on the 15th of February, 1671, and that there is due Verveelen from the town 87 guilders 10 stivers, and that Montagne is charged with 208 guilders for his particular, or as having been collector; so that the town has no further interest in their transactions but to let them rest, and from now forward to make up new accounts of the town's debts, and to find the means to discharge and pay the same." The list of debts is then given under a caption reading:

A°. 1673, the 6th March. List of the Creditors of the town of N. Harlem, as a part were given in the 5th January, 1671, and now are found, to wit:

John Sharp, according to account.....f.	92 : 0
Abraham La Noy or Fredr. Gysbertsen.....	68 : 0
Daniel Tournour.....	73 : 16
Johannes Vermelje.....	24 : 0
Resolved Waldron.....	41 : 4
Joost van Oblinus.....	6 : 15
Meyndert Journee.....	3 : 0
Peter Cresson.....	4 : 0
Cornelis Jansen.....	2 : 10
Glaude le Maistre.....	6 : 10
David des Marest.....	2 : 0
Jean le Roy.....	4 : 10

Capt. Nicolls for the patent.....	332	: 0
Johannes Verveelen	87	: 10
Paulus Richard for the land at Spuyten Duyvil.	300	: 0
For two years' interest @ 6 %.....	36	: 0
Metje Wessels.....	26	: 0
For the preacher when the confirming of elder and deacons happened.....	24	: 0
For fare to Theunis Crey.....	6	: 0
To victuals and drink.....	35	: 10
<u>Total</u>	<u>1175</u>	<u>: 5</u>
Also due Warner Wessels.....	8	: 8
and Cornelis Jansen	36	: 0

Notwithstanding the fact that several accounts had been partially paid, as in the case of Captain Nicolls, another assessment was levied upon the town to meet this debt, the proportionate amounts of which were for each erf, 16 guilders 6 stivers, and for each morgen of land, 3 guilders 14 stivers.

The assessment, now that John Montagne's interests in the Point had passed to Bogert, developed the necessity of more accurately defining the Point and suggested the possibility of the new owners producing the old Montagne groundbrief to substantiate their claim to surrounding territory.

Therefore Vander Vin executed the following peculiarly-worded paper:

UPON this day, 8th March, 1673, appeared before me, Hendrick J. Vandervin, Secretary, admitted by the Hon. Mayor's Court at New York, residing at the village New Haerlem; the undersigned inhabitants of N. Haerlem, as also owners and possessors of the land called Montagne's Flat, lying under this Town's jurisdiction; who together promised to inclose the aforesaid piece of land in a common fence, and to use, until the building, planting, or dwelling on, or as every of them shall think proper to do with his part; and if it happen that they in common or either separately should be troubled by any one, who would bring the ownership and possession in question, and would offer them jointly or either singly, any molestation concerning it, on account of the ownership of the aforesaid land; therefore the undersigned covenant, jointly or each separately, to defend them there-against, and to maintain one another in their rights (which they have in the same): protesting against such as to all costs, damages, or losses which, by any interference, they jointly, or either in particular, may be put to. In witness of the sincerity of these above standing conditions, this has been

written, and subscribed with our hands. Thus done and passed at N. Haerlem, on the date as above.

DAVID DES MAREST
 GLAUDE LE LAISTRE
 DANIEL TOURNEUR
 CORNELIS JANSEN
 RESOLVED WALDRON
 This mark made
 LOURENS × JANSEN
 by himself
 JAN DYCKMAN

In presence of me

HENDR. J. VANDR. VIN, Secretary.

Having thus publicly given notice that they would dispute any claimant to Montagne's Flat, the town patentees proceeded to fence it in until such time as the owners should indicate their individual pleasure regarding the lots, and thus probably shut off the movement to restore the Flat to the Doctor's descendants.

In the Spring of the same year the will of Pierre Cresson was executed. It reads:

Pierre Cresson and Rachel Cloos his wife, both being sound of body, do give, . . . etc., and whereas their daughter Susannah has enjoyed as a marriage portion the value of 200 guilders, so the testators will that at the decease of the longest liver each of their other children then living shall draw the like 200 guilders, and our youngest son Elie, if he is under the age of 16 years, also a new suit of clothes becoming to his person, from head to foot.

Under Vander Vin the religious services and all church matters were still conducted with clock-like regularity. The collections of the church now averaged eighty cents per Sunday. Besides the Sunday services the Voorbereyding (Preparation for the Lord's Supper) was observed on the Friday preceding its quarterly celebration in March, June, September and December; also Kersdag (Christmas), Palm Sunday, Paasche (Passover or Easter), Hemelvaarts-dag (Ascension day) and Pinxter (Whitsuntide). Allerheylingen (All Saints' Day) was not included in the category, but was often mentioned, as in the case of agreement with the Town's herder, as the time for the expiration or beginning of contracts and other legal documents.

It may be imagined that there was great horror and dismay when the quiet of the Sabbath day (March 30th, 1673) was broken by a stabbing affray in the heart of the village. Scurrying

spectators on Church Lane found Demarest with torn clothing; Samuel Demarest, his son, equally dishevelled; young Daniel Tourneur, Jr., looking much the worse for conflict, and Magistrate Tourneur himself, also an evident participant in the fray. Beside the Magistrate stood his prospective son-in-law, Dyckman, with drawn knife still in hand. Excited peacemakers held the still more excited participants, while good housewives ran in the way of the Constable who sought to bring some order from the confusion.

The affray was nowise novel,—simply a furious bout, growing out of a taunt, and involving many more than the original disputants. Yet it had a curiously disproportionate prominence in the interests and annals of so small a community; and it might have had even more had not matters of greater moment impended. All merely local excitements were obscured by a tremendous event,—the appearance of a Dutch fleet in the harbors of English New York.



CHAPTER VI.

NEW HARLEM AGAIN UNDER DUTCH RULE.

THE news that the Dutch were again masters of New York was received in New Harlem with enthusiasm. Vander Vin's confirmatory bulletin ran thus: "This day, 10th August, 1673, New Style, have the Holland and Zeeland fleets captured the Fort at N. York, in the name of their High Mightinesses the Lords States General of the United Netherlands, and His Highness the Lord Prince of Orange; and the Fort is re-named Willem Hendrick, and the city obtained the name New Orange."

While a group of the villagers was occupied at Kortright's, on Third Street, over beer and political gossip, a messenger rode into town with the following message:

To the Inhabitants of the Town of N. Haerlem.

You will, by authority of the High Commanders and Council of War residing in the fort Willem Hendrick, appoint two persons from your village as deputies, and with the same send your Constable's staff and town ensign, on the day after to-morrow, being Monday, in order then to talk with us; whereon depending, we remain, after greetings, your friends,

The Schout, Burgomasters and Schepens
of the City of N. Orange.

By order of the same

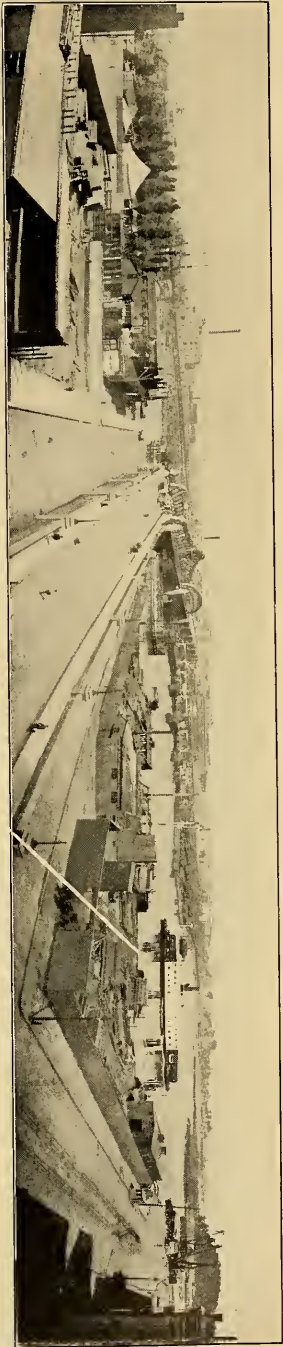
N. BAYARD, Secretary.

N. Orange, 19th August,
1673, New Style.

To this New Harlem thereupon made answer in these delighted terms:

To the Noble, Honorable Lords, the Schout, Burgomasters and Schepens, at the City of New Orange.

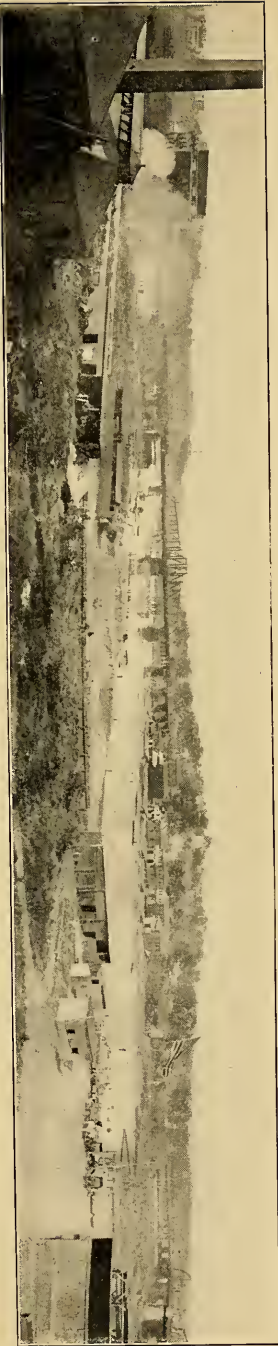
We, Inhabitants at the village N. Haerlem, pursuant to your Honors' writing of the 19th instant, by authority of the High Commanders and the Council of War, residing in fort Willem Hendrick, send by these the Constable's staff (having no ensign), besides two deputies from us, to receive such orders as your Honors shall



SITE OF THE ORIGINAL VILLAGE.

PHOTOGRAPH TAKEN FROM CLAUDE DELAMATER'S OLD HOME, LOT C, ON THE VILLAGE MAP.

[White line shows river end of Church Lane.]



THE HARLEM RIVER FROM GLOUDIE'S POINT OF TO-DAY.

NOW A FAMOUS BOATING REGION. HERE, WITHIN THE SPAN OF A FEW HUNDRED FEET, ARE SIX BOATHOUSES OF THE MANY THAT LINE THE BANKS. ON THE RIGHT IS HISTORIC MCCOONER'S DAM BRIDGE, CROSSING THE SALT MARSHES COVERED BY HARLEM IN HER EARLY DAYS, AND TOUCHING THE LAND OF THE DE VOES, THE DESCENDANTS OF ESTHER TOURNER. OVER THE SECOND BRIDGE RUN THE PUTNAM DIVISION TRAINS TO YONKERS AND VICINITY. BEYOND THIS IS HIGH BRIDGE, WHOSE PUMPING STATION TOWER MAY BE SEEN IN THE DISTANCE. THE LAND IN THE FOREGROUND IS GLOUDIE'S POINT.

find to pertain to the welfare and benefit of this town; whereupon we shall rely, praying God to preserve your Honors in a prosperous, just and enduring government; in the meanwhile remaining your Honors' dutiful, willing subjects, the Inhabitants of the town of N. Haerlem, August 21st, 1673, New Style.

By order of the same,

H. J. VANDER VIN, Secretary.

The New Harlem delegates thus summoned returned with the following letter, issuing the first call for an election of Magistrates under the new government:

To the Inhabitants of the town of New Harlem:

You are by these, by authority of the Noble Burgomasters and Schepens of this City of New Orange, ordered, for your town's folks and the dependant neighborhood, on the morrow to assemble, and by a general vote to nominate eight from the same as Magistrates (all such being also of the Reformed Christian Religion), out of which said nomination we shall elect four as Magistrates for your town; whereon we relying, remain your friends,

The Burgomasters and Schepens
of the City of New Orange,

22d August, 1673.

By order of the same,

N. BAYARD, Secretary.

Obedient to his commands a meeting was held the following day and Hendrick J. Vander Vin was nominated to succeed himself as Secretary of the town. David Demarest, Joost van Oblinus, Lubbert Gerritsen, Cornelis Jansen Kortright, Resolved Waldron, Adolph Meyer, Arent Harmanse Bussing, and Jan Nagel, were nominated as Magistrates. From this list, Waldron, Demarest, Oblinus and Bussing were chosen,—Waldron being elected to the position of Schout, and Vander Vin being continued in his Secretaryship.

Their oath of allegiance, subsequently taken by all taxpayers, read:

We promise and swear, in the presence of Almighty God, unto their High Mightinesses the Lords States General of the United Netherlands, and His Highness the Lord Prince of Orange, and their Governor already placed here, or hereafter to be appointed, to be beholden and faithful, and in all circumstances to behave us as trusty and obedient subjects are bound to do. So truly help us, God Almighty.

Those who signed the oath were divided into two classes, under and over 60 years of age. Of the latter there were five men living in the village: Glaude le Maistre (Delamater), Pierre Cresson, Jean Le Roy, Claes Carstensen, Isaac Vermeille (Vermilye). Of the former there were 22: Lubbert Gerritsen, Cornelis Jansen Kortright, Meyndert Journee, Adolph Meyer, Simeon Cornier, Jan Louwe Bogert, Jean Demarest, Jan Dyckman, Daniel Tourneur, Jan Nagel, Samuel Pell, Robert Hollis John Smith, Jan Delamater, David Demarest, Jr., Samuel Demarest, Jaco el Roey, Evert Alrichs, Jochem Engelbert, Coenraet Hendricks, Cornelius Theunisz, Gabriel Carbosie.

Carbosie was Delavall's miller; Jan Delamater, and those whose names followed his, were young unmarried men; Robert Hollis was a young English soldier, who had come over with Governor Nicolls, and who did not return when his Colonel and Captain Delavall went back to England, but remained at New Harlem, and was made a Corporal in the Night Watch, December 6, 1675, after which he probably returned to Brooklyn, where he had formerly kept an inn. Carstensen, the only other to be mentioned at present, was the old Indian scout and interpreter. It was acknowledged that Carstensen had seen better days. Out of good fellowship, however, he was allowed to live in the village for the remainder of his life, with the understanding that his heirs were to retain no interest in his property.

With the taking of the oath the townspeople began to feel more in touch with the home government, to which they were indebted for much that was dear to them in their religious worship. Everyone accordingly was in a peculiarly tender and grateful mood on the Sunday following the Dutch conquest of Manhattan. On the occasion the collection of the Harlem church was swelled to the unheard sum of \$1.60, and, as if to prove beyond all cavil that he was not backward in expressing his hearty co-operation with and love for the new regime, Vander Vin, the Secretary, gave a schepel of wheat.

These cheerful reports reaching the ears of the Worshipful Court at New Orange, the Powers concluded that this would be the best time to call for palisades to bolster up the defenses of the Fort,—for it was believed that England would not let Manhattan go without a fight.

Therefore Harlem was called upon to furnish "800 pieces of great palisades, 14 feet long, 1 foot thick and under." Without a murmur the young men of the town received orders to put

the family axes in commission, while the elders held a meeting and with excellent goodwill volunteered many sticks beyond the amount they were called upon to cut in the first distribution of the work. Bussing and Dyckman even went so far as to say that they would cut twenty posts each. John Nagel and Jean Demarest, moved by the general spirit of goodwill, said they would go their brothers five better. The Widow Montagne, not to be outdone by the men of the Corporation, ordered her hired man (Evert Alrichs) to equal Bussing's contribution. Miller Carbosie said he could spare time enough to cut sixteen, and the young sons of Demarest offered to cut twenty-six between them, Jan Delamater, twelve, and Oblinus' hired man, Cornelius Theunisz, volunteered seven posts. The Town agreed to haul the timber to a suitable place on the strand, whence it could be transported down the Harlem and East Rivers to the Battery.

The rivalry of patriotism thus entered the village life. With an admirable spirit the townspeople turned to the care of the property of those exiled by the political *coup*. Delavall's horses, and those of Colonel Nicolls, were running at large through the Harlem woods. These must be rounded up, and the Captain's large landed interests taken care of until the New Orange authorities should dispose of them. Then, too, Delavall owed money to the town, and these facts began to occupy the attention of the Harlem court, which was passing through one of the busiest eras of its history.

One of the claims mentioned was made by Pierre Cresson, who protested that Delavall had not kept up his fences as he had agreed to do. Another was for repairing the mill on Montagne's Creek. Just at this point Delavall's man of affairs fled, leaving the entire estate, valued at £5,000, entirely on Harlem's hands. Waldron was thereupon directed to manage the estate. The Orange authorities also commanded that no strangers be allowed to cross the ferry. A close watch was put on all the surrounding country; but not content with these precautionary measures, Governor Anthony Colve, who had been appointed by Holland as Nicolls' successor, ordered New Harlem to organize a militia. This was done at once, and the first roster ran:

Company One,—Jan Nagel, Corporal; Privates Joost van Oblinus, Jan Helmont, Jean Delamater, Jean le Roy and Robert Hollis.

Company Two,—Simeon Cornier, Corporal; Privates

Lubbert Gerritsen, Samuel Pell, Jacque el Roe, Barent Waldron, Samuel Demarest.

Company Three,—Jan Dyckman, Corporal; Privates, Arent Harmanse Bussing, David Demarest, Jr., Jan Tinker, Conradus Hendricksen, Cornelis Theunissen.

Company Four,—Adolph Meyer, Corporal; Laurens Matthyssen, David Demarest, Daniel Tourneur, Jochem Engelbert, Meyndert Journee.

The hardy yeomen, called upon to cut twelve-inch posts by day, and perchance to spend the night either at 125th Street or Spuyten Duyvil, on the lookout for the enemy, led no easy life while these strenuous conditions lasted.

Harlem's next court official to be sworn into office was Barent Waldron, who got the position of Court Messenger. Harlem was rising in the world. If New Orange could have a Court Messenger, surely from among her youths one could be found to fill a similar position in Harlem. In addition to a uniform, young Waldron was furnished with a commission, which cautioned all whom it might concern that they were not to interfere with the young man in the performance of his duties. The next day after his appointment, Miller Carbosie complained that Bogert threatened to shoot any of the miller's cattle that might stray across the mill dam. "Why don't you mind your fences," asked the Magistrate of Bogert. This pleased Carbosie. "Why not, indeed." The Court was not through. "Why don't you mend your fence about the mill dam?" the Magistrate now asked of Carbosie. It was Bogert's turn to exult. However, both were warned to put their fences in such repair that similar complaints should not burden the councils of the Court.

The day after Joost van Oblinus complained that his man, Adrian Sammis, had been beaten by former Magistrate Delamater, the latter using a stick to emphasize his remarks to Sammis, who was "deaf, dumb, and paralytic." Delamater admitted the beating, but said it was not done with a stick. Esther Tourneur and Cornelia Waldron had seen the affair, however, and corroborated the charge that it was done with a stick. Delamater lost the case, and was sentenced to pay \$2.40, besides being ordered to "draw in his fence by the point of his meadow forthwith, within the time of two months, without longer delay."

Next on the calendar was a curious resolution relating to the question of what to plant and what not to plant on Jochem Pieter's and Van Keulen's Hook. The document reads:

Is resolved and found good to establish that in the coming year, 1674, the tilled land on Jochem Pieter's shall be exempt from any after-planting of buckwheat, pumpkins, turnips, or any summer fruits, that the cattle of this village (after the crop is off the field) may pasture thereon; and the land Van Keulen's Hook shall in the same year, 1674, be sown and planted with summer fruits; and in the year 1675, on the contrary, Van Keulen's Hook from summer fruits shall remain unplanted and unsown, and Jochem Pieter's again shall be sown as above; running so from year to year, alternately, the one to be sown by summer fruits and the other left unsown, for reasons as above.

Another curious document issued by the new Governor, Colve, on Oct. 1st, was bulletined in Harlem, and read:

Provisional Instructions to the Schout and Magistrates of the Town of New Harlem.

1. The Schout and Magistrates each in their sphere shall have a care that the Reformed Christian Religion shall be maintained conformably by the Synod of Dordrecht, held in the years 1618 and 1619, without suffering it, through any other persuasion thereto opposed, to be in anywise altered.

2. The Schout, so far as possible, shall be present and preside at all meetings. But when he acts for himself as a party, or respecting the right of his Lords Patroons, or in behalf of justice, on such occasion, he shall stand up and vacate the bench, and at that time neither advise nor vote; but the oldest Schepen shall preside in his place.

3. All cases of government, of the security and peace of the inhabitants, also of justice betwixt man and man, shall be determined by the Magistrates of the aforesaid Town by definitive sentences to the amount of sixty guilders in beavers, or less. But in all cases exceeding this sum, every one shall be free to appeal to the Hon. Governor General and Council here.

4. In case of diversity of voices, the minority must yield to the majority, yet permitting those of the contrary opinion to record and sign their protest; but in no wise to publish such outside the meeting, on pain of arbitrary correction.

5. Whenever in the Court any cases shall occur, in which any Magistrate shall be concerned as a party, in such case the Magistrate shall rise up and leave his seat, as before is directed in the case of the Schout.

6. All the inhabitants of aforesaid Town shall be citable before the said Schout and Schepens, who shall

hold their sessions and courts as often as the same shall be necessary.

7. All criminal offenses may be referred to the Governor General and Council, saving that the Schout shall be obligated the criminal offenders to apprehend, to arrest and to detain, and as prisoners, under proper security to deliver over to the High Magistracy, together with good and true information of the offenses committed; at the expense of the offenders or the prosecutor.

8. Minor offenses, such as quarrels, injuries, slanders, threats, fist blows, and such like, are left to the adjudication and decision of the Magistrates of each particular town.

9. The Schout and Schepens shall be authorized, for the peace and tranquility of the inhabitants in their district, to make any orders for the regulating of highways, setting off lands and gardens, and whatever like things as relate to farm lands; also for the observance of the Sabbath, respecting the building of churches, of schools, and similar public works; also against fighting and striking and such like minor offenses; provided the same do not conflict with, but are conformable unto the laws of our Fatherland and the statutes of this province; and to this end all orders of importance, before they are promulgated, shall be presented to the High Magistracy for their approval.

10. Said Schout and Schepens shall be held closely to observe and execute all the placards and ordinances which shall be enacted and published by the High Magistracy, and not to permit anything to be done contrary thereto; further to proceed against the transgressors according to the tenor of the same; and to execute promptly such orders as the Governor General from time to time shall send to them.

11. The Schout and Schepens shall also be bound to acknowledge their High Mightinesses, the Lords States General of the United Netherlands, and his Serene Highness, the Lord Prince of Orange, as their Sovereign Rulers, and to maintain their high jurisdiction, right and dominion in this land.

12. The choice of all minor officers and assistants to the said Schout and Schepens (alone excepting the Secretary's office) shall be made and confirmed by themselves.

13. The Schout shall personally, or by his substitutes, put in execution all the sentences of the Schepens, without releasing anybody, except with the advice of the

Court; also take good care that the places under his control shall be purged from all rascality, gambling, bawdy-houses, and such like immoralities.

14. The Schout shall enjoy the half of all civil fines accruing during his term of office, together with a third part of the allowance coming to the respective towns from criminal cases; wherefore he shall receive no presents, directly or indirectly, forbidden by the laws.

15. At the time of election, the Schout and Schepens shall nominate a double number of the best qualified, honest, intelligent and most wealthy inhabitants, and only those who are of the Reformed Christian Religion, or at least well disposed thereto, as Schepens, and to be presented to His Honor the Governor, from whom by him the election shall be made, with the continuation of some of the old in case his Honor shall deem it necessary. Done at the fort Willem Hendrick the First of October, A°. 1673.

By order of the Honbl Governor General
and Council of New Netherland,
N. BAYARD, Secretary.

Empowered with such high-sounding authority, New Harlem's magistrates felt fully equipped to impress Archer with the futility of further disputing the town's claims to Papparinamin. Harlemites were not astonished, therefore, when Governor Colve held his first court at Harlem and called Archer to account on complaint of some Fordham inhabitants, to see their arch-foe resign of his own accord from the government of Fordham, and willingly submit to the appointment by Colve of Magistrates and other officers drawn partly from Harlem. Moreover, Verveelen, Archer's particular foe, was made Fordham's Secretary. Archer retired to his estates in despair.

Two days afterward the members of the Town of New Harlem met again to consider what should be done with Delavall's debts, which had now been itemized in this fashion:

For his part of the Preacher's salary, as per list of Jan. 16 preceeding.....f.	66	: 16
“ his share of the general expenses of the town, as per list of Mar. 6th.....	242	: 16
“ the 4 gardens sold him off the Clover Pasture	100	: 0
“ wages for labor in making his fences....	84	: 0
	<hr/>	
	493	: 12

To the 493 florins mentioned must be added the cutting and hauling of 140 palisades. It was suggested that an itemized statement of the lands owned by the absent Captain be read by the Secretary. The latter having consulted his books announced: "On Jochem Pieter's, in 9 lots, 54 morgen; on Keulen's Hook, in 2 lots, 6 morgen; together, 11 lots, 60 morgen. In the village, 2 houses and erven, and meadows for hay in proportion."

Someone then suggested that it would be well to advise the Governor of Delavall's absence, of his debts to New Harlem, and incidentally ask for the Calf Pasture (Mt. Morris Park) in compensation for the Captain's arrears. Suspecting that England might still have an interest in the colony, and wishing to avoid international entanglements, Colve adroitly answered by suggesting not the confiscation but the use of the Calf Pasture until the Captain's affairs should be definitely settled.

To the Noble, Right Honorable Lord, the Governor of New Netherland.

Respectfully make known the Schout and Rulers of the Town New Haerlem, in the name and on behalf of their common Inhabitants, your Excellency's subjects, how that they the petitioners are entitled to a considerable sum of money from Capt. Thos. Delavall, on account of burdens and charges which by this town some years hither are borne upon the lands, houses, and house lots (erven), of the Inhabitants, being shown by the assessments and accounts thereof kept from time to time; and the aforesaid Thomas Delavall having possessed extraordinary parcels of land, as also houses and house lots, for his quota has done, contributed, or paid not one stiver to the discharging of the Town's debts, to the great grievance of the community. 'Tis now such, that at this village lies a small strip of land, between the two common streets, reaching west to common land named the Clover Pasture, having appertained to the above-mentioned Delavall, who upon some of the same ground (die op de gront desselffs), is now remaining indebted to this town 100 guilders; So it is that they the petitioners, in quality as above, humbly request your Excellency to be pleased to grant and confer upon them the petitioners, as property, in recompense for the said arrears, the said small strip of land, so that the Inhabitants aforesaid may use it for a Calf Pasture (as the calves have little driving out), the which to nobody's prejudice is tending, but which may serve for the common convenience and the inheritance (oirbor) of this town and its Inhabitants; hereupon awaiting your Excellency's favorable answer, remain meanwhile and at



THE DYCKMAN ORCHARD.

WHEN THE DYCKMAN FARM FIRST RENTED FOR TWO HENS A YEAR FOR SEVEN YEARS, THE LEASE INCLUDED A CLAUSE BINDING THE LESSORS TO PLANT FIFTY TREES FOR THE BENEFIT OF THE LESSEES. STANDING ON THE SITE OF THIS OLD DYCKMAN PROPERTY ARE THE TREES HERE PICTURED, THE CHIMNEYS OF THE THIRD AVENUE POWER HOUSE, AT 216TH STREET, SHOWING IN THE DISTANCE.



NEW YORK CENTRAL, RAILROAD BRIDGE.

THE LANDS ON THE LEFT WERE FORMERLY JOCHEM PIETER'S LOTS; ON THE RIGHT STRETCHED AWAY THE SALT MARSHES, CONSIDERED INVALUABLE FOR PASTURAGE. OVER THIS BRIDGE NOW PASS HUNDREDS OF TRAINS DAILY. THE PICTURE IS TAKEN FROM THE THIRD AVENUE BRIDGE, AT THE POINT WHERE THE FIRST WOODEN STRUCTURE CROSSED THE HARLEM RIVER.

all times your Excellency's right willing servants, etc.
 N. Haerlem, 19th October, A°. 1673.

RESALVERT WALDRON
 DAVID DES MAREST
 JOOST VAN OBLINUS
 ARENZ HERMENSEN BUSSING

This answer was returned:

Answer. The Petitioners are allowed to use the small Clover Pasture requested, provisionally, till such time as orders shall be taken about the affairs of Capt. Delavall. In the meantime the Petitioners to bring in their proper claim to the curators to be chosen thereto. Done in Fort Willem Hendrick, on the date 23d October, A°. 1673.

By order of the Governor General of N. Netherland and the Hon. Council,
 N. BAYARD, Secretary.

The most weighty question then was the renewing of the services of Secretary Vander Vin, whose salary was fixed at \$160, as formerly. To descendants of the prominent tax-payers of the day in Harlem, this list of voluntary contributors to Vander Vin's salary should be interesting:

The Free-Will Contributions to the Voorleser's office for this ensuing year:

Resolved Waldron.....	f. 30 : 0
Glaude le Maistre (declined to renew his subscription)	
Jean le Maistre.....	4 : 0
Joost van Oblinus.....	25 : 0
Daniel Tourneur	30 : 0
Adolph Meyer	30 : 0
David des Marest.....	15 : 0
Arent Hermens Bussing.....	8 : 0
Pierre Cresson.....	4 : 0
Lubbert Gerritsen	20 : 0
Cornelis Jansen Kortright.....	20 : 0
Jan Nagel	15 : 0
Jean le Roy.....	6 : 0
Jan Dyckman	8 : 0
Meynard Journee.....	16 : 0
The Widow of Jan La Montagne.....	
Jan Louwe Bogert.....	
Simeon Cornier	
Jean le Roy, rent of the town's allotment.....	120 : 0

Rent of the meadows, beginning 1st May, 1671,
of which are to pay each year:

David des Marest.....f.	24	:	0
Jan Nagel.....	10	:	7
Lubbert Gerritsen.....	10	:	7
Johannes Vermelje	10	:	7 55 : 1

This generosity of the town brought the Secretary and Voorleser \$2.42 over and above his salary for the year.

Vander Vin's first act in his fourth term as Secretary was to record the resolution to form corporalships, or companies, whose membership has been noted above, for the purpose of guarding against invasion by the English. The resolution read:

A°. 1673, the 7th November, Tuesday.

Present, Schout, Magistrates and all the Inhabitants of this village collected.

Whereas, by daily reports we are informed that some wicked and insolent persons of the English nation, their riotings make about these countries, threatening to give one and another some molestation and trouble by robbing and burning; before which threats those of us who live outside will not prove secure. But as much that is feasible to be done rests upon our care, through heed and keeping watch upon such as may be disposed to do the same some hurt and damage, owing to their ability to escape away to a great distance; So it is that we, Schout, Magistrates and the whole community, being assembled, have found good and deemed necessary to watch by turns during the nights; and that it may take place more orderly, we have thought it necessary to appoint a suitable person as Captain, to command as many as go on watch, to whom we promise obedience and submission in all that which he shall therein command, upon forfeiture of the fines also hereby ordered; and by a majority of votes is thereunto chosen and confirmed the person Cornelis Jansen Kortright as Captain. And moreover, the community are divided into four companies or corporalships, in order, by turns with their fellow soldiers to keep the night watch, and to go the rounds as needful, and each his arms to keep ready, provided with powder and lead as required. Whoever neglects the watch without lawful reason, or those whose arms are not ready, wanting necessary powder and lead, or the command of the Captain, or his Corporal oppose, shall forfeit each time three guilders, for the use of the whole company. Thus done at N. Haerlem, the 7th November, 1673.

Still more curious was the next document to be posted on

Hendrick De foregi
Kontingent Promptor
(June 7, 1636)

Jacobus van Linschoten
A. E. Lindzee

La montagne

Jochim W. J. J. J.

Jaask de foregi

Wilk. Berland

Commissio Charles Reiter

Vander Vin's bulletin board. This was issued by Governor Colve in honor of the re-establishment of the new government and the old religion, and calling for days of thanksgiving therefor, preceded by a sort of a peace protocol:

Honest, Beloved, Faithful, the Schout and Magistrates of the village Haerlem.

Honest, Beloved, Faithful,

These serve to accompany the enclosed proclamation of a general day of thanksgiving, fasting and prayer, which you are required to publish at the usual time and place, and to take care that it be observed after the tenor thereof; let also the enclosed be seasonably sent on to the village of Fordham. Whereon relying, I remain, after greetings, your friend,

A. COLVE.

Fort Willem Hendrick,
20th Nov. 1673.

The sonorous proclamation moved in the following terms:

Honest, Beloved, Faithful,

Considering the manifold blessings and benefits wherewith the only good and merciful God has favored this province and its inhabitants, of which by no means the least is their fortunate restoration under their former lawful and natural rulers, and that which is above all to be prized, the continuance of the reformed worship, which also, like all other blessings and benefits to us, not only imposes a debt of gratitude, but also in truth, humility and repentance for our manifold and weighty sins, so that the Almighty God may continue his blessings, and this land and people be freed from His righteous judgments and well-deserved punishment; Therefore it is that we have judged it highly necessary by these to ordain and proclaim a general day for thanks, fasting, and prayer, which everywhere within this province shall be observed every first Wednesday in each month, beginning on Wednesday, the 6th December next coming, and so following on each first Wednesday in the month. And that all may be the better practised and observed, so are by these interdicted and forbidden on the aforesaid thank, fast and prayer day, all labor, and play of tennis-court, ball-tossing, fishing, hunting, gaming, sailing, dice-playing, excessive drinking, and all tapping of liquors by inn keepers; the whole upon penalty of arbitrary correction. For the observance of the same, the Magistrates, Officers and Justices of this province to whom these shall be sent, are required and charged strictly to provide that the



OFF MONTAGNE'S POINT.

VIEW FROM MONTAGNE'S POINT (105TH STREET) LOOKING SOUTH ON THE HARLEM RIVER. ON THE RIGHT IS THE 96TH STREET POWER HOUSE. ON THE LEFT IS WARD'S ISLAND.



OFF HOORN'S HOOK.

VIEW FROM EAST RIVER PARK. IN THE CENTRE IS THE LIGHTHOUSE OF BLACKWELL'S ISLAND, OPPOSITE THE FOOT OF EAST 86TH STREET; ON THE LEFT HALLETT'S POINT; IN THE FOREGROUND CAN BE SEEN THE SWIRLING TIDES OF THE EAST RIVER, AT THE POINT WHERE IT JOINS THE HARLEM AND THE WATERS OF LONG ISLAND SOUND.

transgressors be proceeded against as they should be ; and to make known this our proclamation by timely publication where such is necessary. Herewith committing you to the protection of the Most High ; Honest, Beloved, Faithful,

Your affectionate friend,

A. COLVE.

Fort Willem Hendrick,
15th Nov. 1673.

How the town spent the day without "play of tennis-court, ball-tossing, fishing, hunting, gaming, sailing, dice-playing, or excessive drinking," is not stated in the records. Overseer Lubbert Gerritsen, whose house has already been described, died on the same day.

The village rejoicings were intensified by a startling rumor. Had there been sensational newspapers in the township, the headlines might have read in this way:

VERVEELEN'S LIFE THREATENED.

Disclosure of Plot to Murder the Ferryman.

INTENDED ASSASSIN CAUGHT AND LOCKED UP IN
FORDHAM JAIL. SAYS HE HAS A COMMISSION
TO BURN, TAKE, KILL AND RUIN
ALL THE DUTCH.

There was, indeed, an arrest that spread much alarm. The Night Watch received special instructions to be on the lookout for similar offenders, for it was supposed that the prisoner was one of a band sworn to raze New Harlem to the ground.

Upon the offender's trial this deposition was taken:

William Smith, aged about 46 years, inhabitant of Fordham, declareth upon oath that Francois Beado, now in prison, about six weeks ago came to the deponent at Fordham and inquired what neighbors he had ; then saying further that he had a commission from the . . . on this side Canada, to burn, take, kill and ruin all the Dutch ; because he and his father and cousin had lost by them about 800 pounds, which he was resolved to get again ; and when this deponent questioned his commission, the copy of which he did read to the deponent, he, the said Beado, replied that if he had no other, his sword and

his half-pike (which he had in his hand) was his commission, the Dutch being his enemies,—and the second day after the said Beado came again to the deponent, and said he was beset by three rogues, but that he had two friends in the woods with whom he was resolved to meet them; inquiring further what woman Michiel Bastiaensen, his wife was, saying that he would burn Mr. Verveelen's and the said Michiel's house, but he was afraid that the said woman would betray him, she having seen his half-pike; and desired further that this deponent would warn Mr. Gibbs, who quartered at Michiel's house, of his intention.

Beado is said to have "confessed without torture," and was sentenced to be publicly branded on the back with a red-hot iron, and to be banished from the province for 25 years. And this sentence was executed on December 20, 1673.

Upon the heels of this event came an order which commanded Harlemites to be ready at a moment's notice to transport themselves, their families, and all their valuables, to New York:

To the Schout, Magistrates and Inhabitants of the Towns
of New Haerlem and Fordham:

Good Friends;

On last Tuesday week I had some conference in the town of Midwout with the Magistrates and chief officers of all the Dutch towns situated on Long Island, concerning the present condition of the country, and had wished indeed that time and the season of the year had permitted me to visit you the same as the rest; but time not allowing this, I have therefore deemed it necessary hereby to incite you to your duty, and with many of the other good inhabitants to fulfil your oath and honor, whereof I entertain not the least doubt, being herein partly assured by the Schouts of your respective towns. Therefore nothing remains but to recommend you to keep a wakeful eye on all designs which may be concocted against this province or yourselves in particular, and always to be ready to transport your families and moveables hither, on certain information of the enemy's approach, or on special command from me; and that such may be executed in good order, Schout Resolved Waldron is hereby appointed chief officer of the militia of the towns of Harlem and Fordham, with order to communicate these presents to the inhabitants of said towns, who, for the preservation of better order in each town, are hereby required to choose

a Sergeant, and not to fail to give me information of all that occurs. Whereupon replying, I remain,
 Your friend,
 A. COLVE.

Fort Willem Hendrick,
 27th Xber, 1673.

Vander Vin's entry on the town books at this time shows the effect of Governor Colve's order upon the congregation. "Owing to the daily reports of the coming of the English," reads the entry, "the inhabitants being fled with their families and movable goods, little was collected and found at the date of January 21, 1674."

Fortunately for the villagers a local trial of two Fordhamites for the shooting of a hog distracted attention from groundless fears of a foe. Hendrick Kiersen and Ryer Michielsen were the prisoners at the bar,—the latter a cousin of Kortright, who gave bail for the prisoners. The affair attracted more than usual attention, as involving the principal of shooting hogs indiscriminately, but it also determined the fact that such cases should be tried by Harlem, unless "some criminal intent could be shown." Before this conclusion was reached, however, the case was carried back and forth between New York and Harlem for a considerable time.

The minutes of the examination serve to illustrate features of life in this era, and, incidentally, the method of cross-questioning of the day:

On 5th Feb. Monday.
 Present the Heeren

Resolved Waldron, Schout	} Magistrates.
David des Marest	
Joost van Oblinus	
Arent Harmansen Bussing	

Interrogatories to be put to Reyer Michielsen and Hendrick Kiersen, both living at Fordham, about the shooting of a hog upon this Island, belonging to Jean le Maistre, &c.

Q. What is your name?

Ans. 1. Reyer Michielsen; 2. Hendrick Kiersen.

Q. Where were you born?

Ans. 1. In the Prince's Land, about Schoonrewoert;
 2. At Giest, in the land of Drent.

Q. How old are you?

Ans. 1. About 20 years; 2. About 25 years.

Q. Who has given you orders to shoot hogs upon this Island?

Ans. 1. No one has given orders; 2. Thought not that he was doing wrong to fetch his own hog.

Q. You knew well that you might hunt no hogs upon this Island, without the knowledge of Magistrates of N. Haarlem?

Ans. 1. Well knew that such was the order under the English rule, but knew not that it continued under the Dutch; 2. As above.

Q. Why do you shoot other people's hogs?

Ans. 1. Knew not that it was another person's hog, but his brother-in-law, Hendrick Kiersen, said that it was his; 2. Thought that it was his own hog.

Q. When you had shot the hog, did you not well know that it was not yours?

Ans. 1. Knew well that it was not my hog, but my brother-in-law still knew not better than 'twas his own; 2. Knew not better than 't was his own hog.

Q. Why did you not take it away at the first?

Ans. 1. Because that he, having shot a deer, thereupon for that time had enough to carry; 2. That they had to carry a deer.

Q. Why did you skin the hog?

Ans. 1. Because I saw that in the night it would freeze and then the hair would not come off; 2. Because that he thought to be his and therewith might do as he saw fit.

Q. Why did you carry it in sacks?

Ans. 1. Because he thought that they could carry it better in sacks; 2. Because it was to be better carried in sacks; but has not been near there.

Q. Why sought you to conceal it when you perceived our folks?

Ans. 1. Denied that; and said he had no thought to hide the sacks.

Q. Why did you not fetch the hog the next day?

Ans. 1. Because the kill was frozen, and the canoe could not get off; 2. That he was busy with threshing, and also gave it no thought, as it was a lean hog.

As we have noted, the official life of the town was much occupied with details, trifling to record, but of sometimes momentous interest. There were to be more strict regulations as to hog shooting, and since some of the Lovelace and Delavall horses were still at large in the woods where Central Park is now located, the Governor and Council, on April

18, 1674, "issued a stringent order in regard to the offense of shooting hogs in the common woods of this island, without the consent of the Harlem or city authorities," and in regard to the horses, added: "And the Magistrates of Harlem are hereby notified to employ the whole community on the second day of the coming Whitsuntide to collect and drive into their village all the horses belonging unto former Governor Lovelace, Captain Delavall, and other of the late English officials."

This was practically the last official document issued to Harlem by the revered Dutch government at New York, for now came news that peace had been declared between England and Holland. More disheartening still, Secretary Bayard announced that New Netherland had been ceded by Holland to England; that New Orange was again to be called New York; that the fast-days were to be postponed for eight days, and to be changed into a day of "thanksgiving"; and that "on July 11, 1674, in the forenoon, religious service should be held and the proclamation of peace published."

New Harlem's transports of joy were over, but with all her burdens or regrets, the town nevertheless prepared herself with admirable philosophy for a change in administration.

One of Harlem's domestic affairs to be settled while yet her Dutch friends were in nominal authority was the church's standing, in order that Colve on his return to Holland might tell those of the Fatherland, who were still maintaining a close interest in New Harlem's affairs, that there was no lukewarmness in spiritual matters. On October 29th Dominie Nieuwenhuysen, having come to Harlem to install a new deacon to serve with Joost van Oblinus, the church books were reviewed with the aid of Heer van Cortlandt, one of the city elders. Accounts of the church for the previous three years were audited and found correct. In this period "there had been collected" according to a report of the clerk¹ "on the Sabbath, fast-days, and Fridays, for the preparation for the communion (as also on Christmas, when services were held and the largest collection realized), the sum of 184 florins, 9 stivers, and 8 pennings (about \$73), from which 71 florins had been expended in alms, etc., leaving a balance of 113 florins, 9 stivers, and 8 pennings, in the deacon's chest." Thereupon Secretary Vander Vin closed with the following formal entry:

On the date, 29th October, 1674, these accounts collected, and agreeing with the above donations, are found

1. Riker's History, p. 353.

to be correct, with the assistance of the Heer Olof Stevens van Cortlandt, Elder of the Church of Jesus Christ in the city of New Orange, and the same are also closed.

“Dominie Nieuwenhuysen,” continued the account, “had already had a useful ministry; since he came, about twenty of the Harlem people had been received to church membership, mostly young men and women. The last accessions were Adolph Meyer, Cornelis Jansen Kortright, Conrad Hendricksen and Jean le Maistre (Delamater), on March 1st preceding; and the next were received December 13th following, namely, Barent Waldron, his sister Ruth, afterward Mrs. Jean le Maistre (Delamater), and Eva Gerritsen, afterwards Mrs. Bussing.”

In the same pages appeared this entry by Vander Vin:

1674, the 10th November, New, or 31st October, Old Style, was the fort Willem Hendrick again to the English governor yielded up, and the Governor, A. Colve, with his people, therefrom departed; the fort again named Fort James, and the city New York.

New Harlem was again a British possession.



CHAPTER VII.

CLOSE OF THE FORMATIVE PERIOD IN NEW HARLEM'S LIFE.

GOVERNOR Andros having duly restored the English form of government, the Mayor's Court resumed its former jurisdiction, and by its command New Harlem was to nominate candidates for the offices of Constable and Magistrates, to take the places of the Schout and Schepens. At the resulting election Schout Waldron was superceded by Constable Demarest; Kortright left his bar to take his seat as Overseer, and Oblinus, Meyer, and Dyckman, were retained as Magistrates.

To the new court thus established the Widow Tourneur carried the first business by summoning an old antagonist, Elizabeth Nightengale Disosway, who had many times previously accused Tourneur senior of killing a man at his old home in France. Mrs. Disosway appealed to the court at New York, where the following record of the case was entered on January 19, 1675:

The Def^t brought into y^e Court her suplicatory petition, in w^{ch} was her acknowledgm^t for her wrong and injury to y^e Pl^t's husband; w^{ch} y^e Court accepted off, conditionally she behaved her selfe well, and pay all costs.

At the end of three months, the offense being repeated, Mrs. Disosway was once more summoned to court, but the magistrates, tired of the charge, threw the case out as "a vexatious suit," and advised the complainant to "forget the charge." The accusation against Tourneur had its foundation in the fact that the elder Tourneur had drawn his sword in self-defense, in company with several of his companions, during a political quarrel in France. In the course of the melee a man was killed. Tourneur, with others, fled. The Disosways had held this taunt over Tourneur's head whenever the Magistrates displeased them. Madame Tourneur and her son Daniel suffered so much annoyance from the story that they finally rented their village property and moved over to Montagne's Flat, where the young man had holdings inherited from his father. Accordingly, Michael Bas-

tiasen and his son-in-law, Hendick Kiensen (who became famous through their seven year lease from Dyckman and Nagel of the Sherman Creek meadows), hired from Mrs. Tourneur and her son on January 1, 1675, their Jochem Pieter's and Van Keulen's farms, together with "house, barn, orchard, and meadows, stock, and farming tools, for three years from May 1st ensuing." Later the Tourneurs and the Disosways patched up their differences, settled up some old claims, and the affair dropped out of the village gossip with the removal of the latter family to Staten Island, in April, 1684. Thus it is that Marc Disosway's name is not mentioned in the later Dongan Patent.

Vander Vin's regular list of the voluntary contributors to the village expenses, while containing several new names, gradually narrowed down to the 23 patentees afterward named by Dongan as members of the Town of New Harlem. The list reads:

Resolved Waldron	f. 30
Joost van Oblinus	38
Cornelis Jansen Kortright	25
Jan Dykeman	10
Adolph Meyer	14
Jan Louwe Bogert	30
Daniel Tourneur	30
Meynard Journee	16
Jan Nagel	18
Maria Montagne	10
Jean le Maistre (Delamater)	10
Arent Hermens Bussing	8
Conradus Hendricks	8
Lourens Jansen Low	8
Barent Waldron	6
Pierre Cresson	4
David des Marest, Jr.	4
Isaac Vermeille	3
Total	272

That David Demarest should refuse to pay any further tax for the support of a Dutch voorleser was only another sign of the times. People had been expecting the break. But now that the French refugees, including Nicholas De Vaux, had arrived, the townsman from old Mannheim buried himself in their books, the Holy Scriptures in French, the French Psalm Book, the Book of Martyrs, and other theological works, and church affairs took on a less exclusively Dutch cast. Not the least dismayed by his attitude and that of Glaude Delamater, who also



UPPER MONTAGNE'S FLAT OF TO-DAY.

THIS ILLUSTRATION SHOWS THE UPPER BOUNDARY OF MONTAGNE'S FLAT.—123D STREET, LOOKING TOWARD THE HUDSON RIVER. IN THE DISTANCE IS GRANT'S TOMB, JUST BELOW THE NORTHERN END OF THE HARLEM LINE, WHICH CROSSES 123D STREET AT AN ANGLE MARKED BY THE FIRST APARTMENT HOUSE ON THE LEFT. NEXT ON THE LEFT STANDS THE RUINS OF ONE OF WASHINGTON'S OLD BLOCK-HOUSES, ERECTED DURING THE REVOLUTION, WHILE TO THE SOUTH STRETCH AWAY THE BEAUTIFUL WOODS AND LAWNS OF MONTAGNE'S FLAT, NOW MORNINGSIDE PARK.



LANDMARKS OF THE REVOLUTION.

OLD CANNON STILL MARK THE SPOT WHERE OUR TROOPS THREW UP EMBANKMENTS IN 1776 AND 1812. ON THIS SITE A COLUMN OF LORD HOWE'S ARMY ENCAMPED ON THE EVE OF THE BATTLE OF HARLEM HEIGHTS. OVERLOOKING, AS IT DOES, THE HARLEM LAKE AT THE END OF CENTRAL PARK, THIS SITE IS ONE MUCH SOUGHT BY LOVERS OF HISTORY.



refused to pay his quota, the town made up the deficiency in Vander Vin's salary by the rent of the town lot, which was 120 guilders (\$48) a year. Two years Demarest lingered in town before removing to Hackensack, but the French books had done their work. Harlem was not then able to support two congregations.

Another sign of the disaffection of those who were not in sympathy with the Dutch, was the departure of Nicholas De Meyer, and the division of his holdings between the Low and Kortright families; and Harlem was suddenly found to be in the hands of a score of shrewd, well-to-do, educated, conservative men, trained in the school of strenuous experience to safely guide their precious commonwealth.

To those heirs who bear the name De Graaf (the Dutch for Le Comte) an incident of this same season will be interesting. With the French refugees who came over in Dongan's ship was a man named Jean Le Comte, his wife Mary Laurens, and their one child, Moses. This little family was about the last of the new-comers to reach Harlem, and when its members arrived the town found itself in the embarrassing position of having no vacant house to offer them. Constable Demarest rose to the occasion, however, took his brother refugee to his own fireside, stored the Le Comte household goods in the Demarest barn, and prepared to make merry, when a terrible illness, which, in the words of Demarest, "no chirurgeons could help," overcame Le Comte, and he died. Half of the estate, amounting to exactly \$242.40, was set aside for little Moses, by the widow Le Comte. When Moses afterward married the daughter of Glaude Delamater, his legacy, together with that settled upon him by the Delamaters, founded the fortunes of the Le Comte family.

Another arrival, who was afterward spoken of as a "person of quality," appeared on Harlem's stage about this time in the person of Captain James Carteret. Just before the war between England and Holland, Captain Carteret had married Frances, daughter of Captain Delavall. On their honeymoon, which included a trip to Virginia, the Carterets' ship was captured by the Dutch, but the newly-wedded pair were allowed to proceed unmolested on their journey, with no greater excitement than that of having peered into the mouth of a Dutch cannon.

The fact that Carteret's father, Sir George de Carteret, baronet, had been a favorite of both King Charles II. and his father, Charles I., gave the young Captain a certain prestige, not

only in his native isle of Jersey, but also in New York, and later in Harlem, where the young fellow spent much of his time hunting and tending to the once-confiscated, but now restored, estates of his father-in-law. Moreover, Governor Andros was a kinsman of the Captain. Hence the frequent occurrence of Captain Carteret's name on Harlem's roll of honor, as witnessed by the following petition to Governor Andros:

To His Excellency the Governor General at New York:

We the Constable, Overseers and common Inhabitants at the village of New Haerlem, declare to have constituted and empowered, as by these we do constitute and empower, the Hon. Capt. James Carteret, David des Marest, constable, Joost van Oblinus, overseer, and Resolved Waldron, for and in behalf of this town's jurisdiction and privileges, to request and obtain from his excellency, the Governor of this province, the maintenance and confirmation of their Patent granted by the late Governor Richard Nicolls, dated the 11th October, A°. 1667, and confirmed by his Excellency, Governor Francis Lovelace, on the date 22d June A°. 1670; promising for good, durable and of value, to hold and to ratify whatever by the aforesaid, our committee, in the premises, shall be done and executed concerning it, whether the case requires greater or special burden, whereupon we shall fully rely and hold our peace; therefore humbly pray your Excellency to be pleased to maintain and protect our liberties and privileges according to the aforesaid Patents, against everyone who may design to think or trouble the same; Wherefore we shall remain your Excellency's good and obedient subjects, etc., the Constable, Overseers and common Inhabitants at the village of N. Haerlem. Done N. Haerlem, 16th June, 1675.

By order of the same,

HENDR. J. VANDR. VIN, Secretary.

But the fact that Captain Carteret was to be of invaluable assistance to Harlem in securing its third patent from the Government, did not entirely serve to keep the young fellow's name out of the court records of the day. With a tendency toward lavish expenditure and generosity unmeasured by the means at his command, not uncommon in one of his bringing up, the Captain found himself beset by debts which he could not pay. One accident after another emphasized this unfortunate condition, until the courteous and polished soldier of fortune came to be harrassed almost beyond endurance.

The Captain's affairs, however, were soon lost sight of by

the village in the terrifying news that the Narragansetts, the most powerful Indian tribe in Massachusetts, had murdered some of the New England settlers, and were on their way toward New York by way of Long Island.

In the face of such news private quarrels faded into insignificance. Former enemies armed themselves and stood shoulder to shoulder to the tap of the drum on the village green near the church. The town rallied to a man. Ammunition was distributed, and every defensive precaution taken. There is a stirring story of Verveelen's faithfulness at his ferry post.

Verveelen, at Spuyten Duyvil ferry, five miles removed from New Harlem's military center, stood his ground. "I'll stay," he said, when a messenger on a foam-flecked horse urged him to leave the ferry and flee for his life. The rider disappeared down Kingsbridge road. Another knock at the door. "Who's there," cried Verveelen, reaching for his gun.

"It's I, Jan Hendricksen," came the answer. "I've a warrant from Demarest which must be served in Fordham this night."

Having rowed Jan across the creek, Verveelen returned. But he had no sooner settled himself when he was aroused by another knock at the door. "Come to the watch at Harlem," shouted a hoarse voice from the darkness. "You're needed. The Indians are on the war-path. The bloodhounds are in the woods." Verveelen knew what the message meant, but shut his lips resolutely and said "No; I do not leave the ferry to-night, unless they take me away dead."

"But you are under orders to come," said the other.

"Let them call me before the Governor, then," answered Verveelen, "I shall not leave the ferry to-night."

At midnight four other persons rapped at the door. Again the cry "Who's there?" Again the answer, "Come to the watch." But the old man refused. He scented danger, and felt that this was simply a trick to take him from his post and leave the north end of the island defenceless. Possibly it might be a ruse of Archer's. So he stuck to his post.

Rumors of the uprising of King Philip's Indians, who had descended upon Hartford and neighboring Connecticut towns, followed. And the Governor was not surprised, therefore, when advised that Harlem had held up several canoes full of Wickquaskeeks who were leaving their northern summer hunting grounds in Westchester for their winter camp on Manhattan Island. Constable Demarest, after taking this summary action,

sent to Andros for advice. The Governor commended the move in these words:

Mr. Constable,

I have just now seen, by yours of this day sent express by Wm. Palmer, of your having stopt 10 or 12 Indian canoes, with women, children, corn and baggage, coming as they say from Westchester, and going to Wickers-Creek, but not any Pass mentioned; so that you have done very well in stopping the said Indians and giving notice thereof. These are now to order all the said Indians to stay in your Town. And that you send some of the chiefest of them to me early tomorrow, and one of your Overseers for further orders; and that it may be better effected, you are to order them some convenient house or barn to be in, and draw up their canoes until the return of them to you shall send: and that you double your watch.

Your loving friend,

E. ANDROS.

N. York, October the 21st, 1675.

The recognition of Harlem's military enterprise implied by the command "Double your watch," repaid the town for its war-like preparations, and it immediately proceeded to organize its militia. Action was taken, as usual, before the Constable and the Magistrates, on the 6th of December, 1675. This is what Vander Vin, the town clerk, had to say about it:

On the 6th December A°. 1675, Monday.

Present; their Honors Jan Dykeman, Constable, Joost van Oblinus, Resolved Waldron, Meynard Journee.

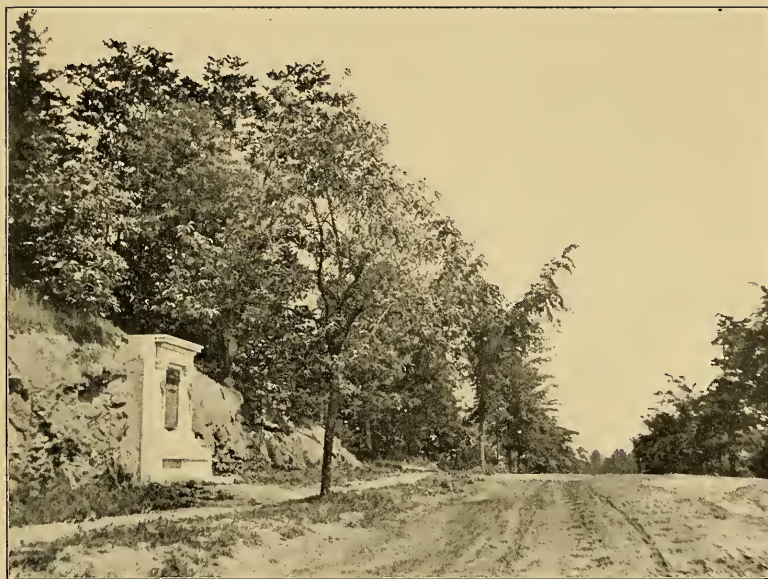
The following are, according as they rank, appointed upon the Night Watch organized by order of his Excellency the Governor-General, and divided into four Corporalships, each consisting of seven persons, to wit:

I.

1. Adolph Meyer, Corporal,
2. Meynard Journee,
3. David des Marest,
4. Daniel Tourneur,
5. Nicolaes De Vaux,
6. Isaac Kip,
7. Jan Hendricks Boch.

II.

1. Jan Nagel, Corporal,
2. Joost van Oblinus,



FORT WASHINGTON.

IN A SECLUDED SPOT STANDS THIS MONUMENT TO THE MEMORY OF WASHINGTON'S HEROES. AT THE LEFT OF THE PICTURE, SLIGHTLY RAISED FROM THE LEVEL OF THE ROAD, WERE THE FORTIFICATIONS WHICH WASHINGTON THREW UP IN THE CAMPAIGN OF '76. HERE, ON WITHDRAWING FROM THE ISLAND, WASHINGTON LEFT A FORCE OF MEN, INCLUDING THE VERMONT RANGERS. THROUGH THE TREACHERY OF A LOYALIST, THE BRITISH WERE SHOWN A REAR PASSAGE TO THIS SUPPOSEDLY IMPREGNABLE FORTIFICATION, THE RANGERS WERE SACRIFICED, AND FORT WASHINGTON FELL INTO THE HANDS OF THE BRITISH. IT IS SAID THAT WASHINGTON, STANDING ON THE PALISADES ACROSS THE RIVER (THAT IS, AT THE LEFT OF THIS SITE), HEARD THE CANNONADING, AND, REALIZING ITS CAUSE AND RESULTS, WEPT LIKE A CHILD.

3. Jan Hendricks Kyckuyt (Brevoort),
4. Jan le Maistre (Delamater),
5. Johannes Vermilje,
6. Jean le Roy,
7. Isaac le Maistre (Delamater).

III.

1. Simeon Cornier, Corporal,
2. Cornelis Jansen (Kortright),
3. Samuel des Marest,
4. Laurens Jansen (Low),
5. Wm. Palmer,
6. Jaco el Roe,
7. Gerard Magister.

IV.

1. Robert Hollis, Corporal,
2. Resolved Waldron,
3. Arent Hermensen (Bussing),
4. Coenrad Hendricks Boch,
5. David des Marest, Jr.,
6. Cornelis Theunisz,
7. Isaac See, Jr.

1st. The whole or half corporalships, whose turn it is to watch, shall, in the evening, at the hour of eight, upon beat of the drum, be in full number at the watch-house, shall place their sentinels, and take the necessary rounds; and shall not retire before the beating of the morning reveille; upon a forfeiture, fixed or to be fixed, of 3 guilders.

2d. Whoever neglects the watch without a lawful cause, or making the same known to his corporal beforehand, shall each time forfeit 6 guilders.

3d. Each watchman coming to the watch shall be provided with suitable side and hand arms; also with sufficient powder and lead, upon forfeit of 3 guilders.

4th. The watch shall be kept quietly, without much calling or noise, upon penalty of 3 guilders.

Severe indeed were regulations which fined a man \$1.20 for being off guard during the whole night, or for failing to carry the requisite number of rounds of ammunition. These fines incidentally aided Harlem's slender treasury during the winter and spring of 1676, when the Wickquaskeek hostages came to be a serious drain upon the community; and it was determined, in view of the cessation of Indian hostilities, to release them. Some eighteen of the liberated natives, moved by

gratitude, visited the Governor, bringing him deer-skins and venison, and the Governor, in return, gave them "coates, but they desired drink, which is ordered for them." Subsequently the Governor and Council passed this resolution:

Resolved, That the Wickers-creek Indians, if they desire it, be admitted with their wives and children, to plant upon this Island, but nowhere else, if they remove; and that it be upon the north point of the Island near Spuyten Duyvil.

Harlem's watchfulness at Verveelen's first ferry suggested to Andros a rule requiring a Custom House permit of all vessels passing through Hellgate; and a resolution of the Council, under date of April 8th, "ordered that all boats and vessels that pass through Hellgate do take a permit from the Custom House, by reason of the Indian troubles, which permit (unless for merchandise) is to be given gratis and with all dispatch."

King Philip was killed on August 12th of this summer, and Harlem again turned its attention to domestic affairs. The chief concern of the town was for a new patent confirming its holdings.

Because of Andros' silence, and also because he had lately taken it into his head to give some of the woodlands claimed by Harlem to certain of his favorites, the Corporation again petitioned the Governor in respectful but insistent terms:

To his Excellency the Governor-General at New York:

The Constable, Magistrates and Inhabitants of the Town of New Haerlem respectfully represent that your petitioners have understood and been informed by their Constable and Joost van Oblinus that your Excellency's purpose is to distribute the lands lying within their Town's jurisdiction, for bouweries and plantations; wherefore they the petitioners and undersigned request that each may be allowed a part of the same to build upon and plant, etc. Remaining meanwhile your Excellency's most willing subjects. New Haerlem, Wednesday, 30th August, 1676.

Conradus Hendricks,
Jan Hendricks (Brevoort),
Jan Nagel,
Arent Hermansen (Bussing),
Jan le Maistre (Delamater),
Cornelis Jansen (Kortright),
Laurens Jansen (Low),

Pierre Cresson,
 Nicholas De Vaux,
 Hendrick J. Vander Vin,
 David des Marest,
 Gerard Magister,
 David des Marest, Jr.,
 Jaco el Roe,
 Samuel des Marest,
 Adolph Meyer,
 Frederick de Vaux,
 Isaac le Maistre (Delamater),
 Glaude le Maistre (Delamater),
 Abraham la Maistre (Delamater),
 Barent Waldron,
 Francois Breteau.

"If you are going to distribute these lands anyway," reasoned the hitherto conservative Dutch proprietors who had been improving lands in the immediate neighborhood of the village, but had somewhat neglected the outlying portions of their domain, "let us distribute it who have the right."

Andros, appearing to favor the petition, Harlem engaged the government surveyor, Robert Ryder, to properly lay out the lots on Jochem Pieter's and Van Keulen's Hook. This action, which was unquestionably beneficial in the end, proved a sore burden to the villagers, who, between sitting up nights on the watch, cutting the 5,000 stockades which Governor Andros had ordered for the harbor, and mending the common fences which ran around their joint farms,¹ were under a severe mental and financial strain. Ryder's survey of the farms adjoining the village doubled their work, as it necessitated the moving of all the fences to meet the new lines. There were signs of discontent, but the hour was critical. That Andros would give away their land if they did not themselves partition it, was a conviction made more positive by the Governor's attitude. The patentees therefore proceeded to spread themselves over the territory as best they might.

"First," they said, "we will divide the land once covered by Kieft's groundbriefs." Ryder, the surveyor, was sent to Spuyten Duyvil with instructions to lay off into five lots the Matthys Jansen patent, which ran from Spuyten Duyvil Creek to 211th Street and the Harlem River.

1. No individual fences at this time having been built to separate the farms, if any one man was negligent of his share of the fence, the whole field was at the mercy of stray cattle.

No. 1, containing 18 acres, just south of Verveelen's reservation, fell to the lot of Johannes Vermilje; No. 2 went to Jan Nagel; No. 3 to C. H. Boch; Nos. 4 and 5 to Jan Dyckman.

As was usual in the case of such partitions, those who did not want land, but who had been lucky enough to draw a tract, sold to those who could handle the property. Dyckman and Nagel, in accordance with this custom, bought up lots No. 1 and No. 3, and then executed this curious lease to Michiel Bastiaensen and Hendrick Kiersen, which has been mentioned before as the one containing the famous hen clause:

On this date, 26th of October, A°. 1677, appeared before me, Hendrick J. Vander Vin, by the Hon. Mayor's Court admitted Secretary, residing at the Town of New Haerlem, and the after-named witnesses; the honest Jan Nagel and Jan Dykeman, on the one side, and Michiel Bastiaensen with Hendrick Kiersen, on the other; the which agree to contract with the others and are agreed in the following manner. Jan Nagel and Jan Dykeman have conjointly leased, and by these do lease to the before-named Michiel Bastiaensen and Hendrick Kiersen in company, certain the lessors' lands, contained in 5 lots, marked Nos. 1, 2, 3, 4, 5, with the meadows thereto belonging, all lying upon this Island Manhattans, at Spuyten Duyvil, and under this Town's jurisdiction, as appears by the surveys thereof existing, the which the lessees take and accept on lease upon conditions as follows, to wit: the lessees shall occupy and use the aforesaid lands and meadows for the time of 12 consecutive years, to count from now on, expiring in the year 1689, after the crops and fruits are off the land, and the lease of the houses shall end at May in the year 1690; in particular, the lessees shall possess and use the aforesaid lands and meadows the first seven years free, by paying as an acknowledgment, each one hen, every year; the three following years shall the lessees pay each 150 guilders per year; the last two years to pay each 200 guilders in the year; the lessees shall have the authority to build and erect houses, barns or stables, after their own satisfaction and contentment, for their accommodation; on condition that the same, at the end of the lease, with the fences which then shall be upon the lands and meadows, be delivered over all in good repair; the lessors promise to furnish the lessees,—in order upon the aforesaid lands, wherever the lessees decide, to place an orchard,—with 50 fruit trees, both apple and pear, and all the trees which they the lessees shall come to set out and raise shall at

the end of the lease, except the 50 trees aforesaid, be divided half and half; the lessees holding their option as to their circumstances, to be permitted to remove or give up this present lease at their pleasure, with the same to the lessors, upon mentioning it one year before; the lessors promise to the lessees freedom in the real possession of the aforesaid lands and dependencies, without any charges standing thereon, reserving the lord his right; all the before-written conditions, the appearers declare to be their contract and accord, promising the same on both sides to conform to and fulfil, each in his own regard, without craft or cunning, under obligation as according to laws. Thus done and passed at New Haerlem in the presence of Joost van Oblinus and Conradus Hendricks, as witnesses hereto requested and solicited, who beside the appearers and me Secretary have undersigned these, on the date as above.

JAN NAGEL,
JAN DYCKMAN,

Witness,

J. VAN OBLINUS,
CONRADUS HENDRICKS.

This mark × of
MICHIEL BASTIAENSEN
by himself made.
HENDRICK KIERS.

With my knowledge
HENDR. J. VANDR. VIN, Secretary.

On another page are shown photographs of apple trees, planted by the Dyckmans, which stand within the ground determined upon by Bastiaensen and Kiersen, in accordance with the lease.

Leaving this part of Harlem, Surveyor Ryder was sent to Hoorn's Hook, just south of which he had previously laid out for Governor Andros the three lots which encroached on Harlem's territory, and which had been the cause of this fresh activity on the part of the actual patentees. The lots referred to are lettered on the village map: "Shotwell," "Young," and "Bennew," after the men to whom the Governor originally allotted them. North of Baignoux's (Bennew's) line, on the Hoorn's Hook grant, Ryder laid off ten lots, which were apportioned thus:

Upon Hoorn's Hook.

- No. 1. Adolph Meyer,
- No. 2. Lawrence Jansen (Low),
- No. 3. Johannes Verveelen,

- No. 4. Jan Le Maistre (Delamater),
- No. 5. Maria Vermilje,
- No. 6. Jan Louwe Bogert,
- No. 7. Daniel Tourneur,
- No. 8. Barent Waldron,
- No. 9. Jan Hendricks Boch,
- No. 10. Pieter van Oblinus.

So great a demand did the allotments and new surveys make upon the villagers that it was necessary to appoint "fence masters" to keep the Magistrates posted and the inhabitants "up to the mark." Through the suggestion of Kortright and another it was determined that each townsman should keep his part of the common fences in order, or pay \$10 fine for each failure to do so. They suggested also that the fences be raised to at least 5½ feet high, English measure, and that no cattle be allowed on the farm land without a herder, under penalty of \$4.80. Even these precautions failed to produce the necessary care on the part of some, and fines were imposed which the town was several years in collecting.

Delamater and Demarest, the two villagers who, as we have seen, had balked at the last call for free-will offerings for the support of the voorleser, were again approached, but refused to pay. Their stubbornness was brought to the attention of the Mayor's Court. "Your town must have a clerk," said the Court. "Make them pay."

Thus commissioned, our Harlem Magistrates called in a body upon Demarest junior, but the latter paid no heed to their protests. "Remember," said young Tourneur, who had just been made Magistrate, "You can have no voice in the town's affairs if you will not support the voorleser or pay your fines."

"What is that to you," retorted Demarest, "since you have been Magistrate only a day or two. Hold your peace; I will not give it to you; do your best." Tourneur's "best" amounted to little. Demarest remained obdurate. He said he would rather leave the town than remain where he had to contribute to the Dutch church "when he had a minister of his own to support,"—Rev. Pierre Daille, of the first French church of New York.

"But you *must* pay" insisted the Magistrates.

"Then I'll leave town," retorted Demarest senior, who made good his threat, sold his house, lots and belongings, to Paulus Richard (the New York merchant who has been mentioned in connection with the Jansen and Aertsen patent),



MATJE DAVIT'S FLY,—END OF THE HARLEM LINE.

IN THE DISTANCE CAN BE SEEN THE "MADE GROUND," THE N. Y. CENTRAL RAILROAD TRACKS, THE RECREATION PIER, WITH AN EXCURSION STEAMER CLOSE BY, THE FORT LEE FERRYBOAT APPROACHING, AND THE PALISADES ON THE OTHER SIDE OF THE RIVER. THE ROAD IN THE FOREGROUND RUNS SOUTH ALONG THE OLD HARLEM BOUNDARY.

and with his family repaired to his 2,000 acres near Hackensack.

Delamater proved even more obdurate. When the Magistrates called on him, he said: "If you will have it (the fine) you must fetch it out of my house, for I will not give it." Hesitating to use such extreme measures on so old a friend, the authorities said: "Well, if you don't pay by Wednesday evening we'll seize your cow." But the threat was never carried out.

The stubborn attitude of these two citizens caused some uneasiness among those who discerned therein a disagreeable precedent. The town needed money. Here is a statement of debts, amounting to \$200:

At a meeting held Monday, 19th February, 1676-7.

Present: Their Honors, Resolved Waldron, Constable; Jan Louwe Bogert, Adolph Meyer, Arent Hermens (Bussing), Daniel Tourneur; with the advice of Joost van Oblinus, old Magistrate, and Jan Dykeman, late Constable.

It is resolved and found good to reckon up the debts, for which the town is now in arrears, and must pay; and to make an assessment upon the lands and house-lots (erven) lying within this town, to discharge the said debts; and there is found to be due to,—

Reynier Willems, balance	f. 253	: 0
Paulus Richard, balance	21	: 15
Jan Louwe Bogert	5	: 0
Joost van Oblinus	26	: 0
Hendr. J. Vander Vin	31	: 0
Glaude le Maistre (Delamater) two schepels wheat	12	: 0
Resolved Waldron, one-half vat beer	15	: 0
Jan Dykeman, board money to Surveyor	8	: 0
Frederick Gysberts	57	: 10
Nicolaes Bayard	24	: 0
For extraordinary expenses	46	: 15
<hr/>		
Total	f. 500	: 0

An assessment made on the lands and house-lots, to pay and discharge the foregoing 500 guilders; whereof one-third was put upon the house-lots and two-thirds upon the lands, and upon each house-lot comes 8 guilders and on each morgen 2 guilders, to wit:

Glaude Le Maistre	2 erven,	15 morgen,	f. 46
Laurens Jansen (Low)	2 "	9 "	34
Cornelis Jansen (Kortright)		9 "	18
do (on the flat)		2 "	4

David des Marest, Jr.....	I	“	9	“	26
Daniel Tourneur	1½	“	18	“	48
Jan Dykeman	½	“	“	“	4
Conrad Hendricks.....	I	“	6	“	20
Johannes Verveelen	2	“	9	“	34
Adolph Meyer	I	“	6	“	20
David des Marest.....	I	“	14	“	36
Joost van Oblinus.....	3	“	12	“	48
Nicholas De Vaux.....	I	“	9	“	26
Resolved Waldron	2	“	15	“	46
Jan Nagel	½	“	12	“	28
Johannes Vermilje			I	“	2
Jan le Maistre	I	“	3	“	14
Jan Louwe Bogert.....			16	“	32
Isaac Kip.....	I	“			8
Arent Hermanse (Bussing)	½	“			4
Pieter Cresson.....	¼	“			2

f. 500

The foregoing sums must be paid, at furtherest, by the last of March next ensuing, punctually, without any delay, or exception, in good merchantable grain, upon penalty, etc.

Formidable as this list seemed, there was another to add to it, for it was “further resolved and concluded”:

That the Magistrates shall go about among the common inhabitants and see how much each is willing to contribute yearly to the maintenance and salary of the Voorleser, beginning the 23d October of the previous year, 1677, and following.

The Voorleser must have yearly for salary, according to the agreement entered into the 23d October, 1670, the sum of 400 guilders; the Magistrates remain held to furnish the money.

List of Free-will Contributions for the support and salary of the Voorleser of this Town, etc., and the following are to contribute yearly:

Jan Nagel	f. 18
Daniel Tourneur	15
Joost van Oblinus.....	40
Jan Dykeman	12
Lawrence Jansen (Low)	10
Resolved Waldron	30
Conradus Hendricks	10
Jan Hendricks	6
Maria Vermilje	8

Johannes Vermilje	10
Glaude Le Maistre (Delamater)	12
Michiel Bastiaensen	6
Hendrick Kiers.....	6
Arent Hermanse (Bussing)	8
Jan Hendricks van Brevoort	10
Jan le Maistre (Delamater)	6
Adolph Meyer	14
Cornelis Jansen (Kortright)	12
Gerard Magister	6
Jan Louwe Bogert	20
Arent Hermanse } rent of the land.....	65
Jan le Maistre }	
Jan Nagel, rent of the meadow.....	18
Total	f. 342

That debts gave further difficulty is indicated by this resolution, passed May 8, 1678:

Whereas it is found that the Voorleser, from the contributions, for this current year since the 23d October past, with the rent of the Town's lot and meadow reckoned in, will not draw for his salary more than 342 guilders, instead of 400 which he must have yearly; the said Voorleser has, to the Constable and Magistrates assented, that (because of other burdens) he shall have for this current year till 23d October first coming, no more than the said 342 guilders; and the Constable and Magistrates shall then make a new and reliable assessment for the full sum of 400 guilders yearly as salary, according to the first accord of 23d October, 1670. The whole afore-written provision is by the Voorleser agreed to, declaring therewith to be content.

Is also taken into consideration about the rebuilding of the town's house for the Voorleser; it is found good to take the same in hand by the first opportunity, as the most necessary work to be done by the Inhabitants, and they having leisure to properly hew and make ready the timber for the same; thereupon called in Gerard Magister, wheelwright, to contract with him for the carpenter work, according to a plan to him submitted. Demands 200 guilders; whereupon it was not ordered, but the Magistrates said that they would think upon it and inform him when they should be able to have him do it; thereupon separated.

Eighty dollars to rebuild the Clerk's house! It was a

formidable figure. Vander Vin must wait for a more convenient time.

Fortunately for the Secretary that "convenient time" was soon to be. Mrs. Montagne (Maria Vermilye), who had just lost her second husband (Isaac Kip), and who had engaged before his death to have a new house built, turned her contract over to the town. Here was timber ready for Vander Vin's house, and all that was necessary was to drive the nails. Here are the specifications for Vander Vin's house, which will particularly interest students and architects of modern steel construction:

The Constable and Magistrates, with the advice of the whole Community, have found good and resolved to rebuild and renew the Town's house for the Voorleser; and Daniel Tourneur has agreed to cut the timber needed therefor, as he was held to do for Maria Vermilje, for 130 guilders (on condition it shall cancel her whole debt in the Town's account); to wit: 5 beams 20 feet long, broad in proportion; 12 posts 10 feet long, 4 sills, 22 and 20 feet long, 2 rafters, 2 girders, one other spar, all 22 feet; also split shingles for the roof; all finished to deliver at the stump, and they of the community shall ride out the said timber as it is ready, and bring it to the work, etc.

Innumerable lawsuits followed the change in fence lines on Jochem Pieter's and Van Keulen's Hook, during which their Honors used to walk from Court into the pasture to determine any unusually difficult case in point. One difficult suit was begun by Kortright against Jan Delamater "concerning a strip of bouwlant upon Van Keulen's Hook." Kortright told the Magistrates that Delamater "had not fixed his land properly according to promise." Delamater replied that he had, that Kortright had refused to arbitrate the matter, and that he might have ploughed the land if he wished.

Picture the Magistrates, in their robes and wigs, trudging from 125th Street to 116th Street to look at an old fence "in order to judge as they should." The result was a compromise,—both men to pay an equal share of the costs, and "Kortright to get his strip of land." Wearied with ceaseless squabbles of this sort, the Magistrates "resolved and established that from now forward, to prevent further questions concerning the fences upon Van Keulen's Hook because of the changing of some strips, those intending to reset their new fence instead of old, remain bound to remove the old from the new, and to set it properly; according to which each one must conform himself."



JOHN BOGERT'S OLD HOME ON THE HARLEM, FOOT OF 125TH STREET.

During 1678 Dominie Nieuwenhuysen came out to Harlem again to install another elder and deacon. Of his visit it is recorded that Glaude Delamater, at the town's expense, furnished "a half-vat of good beer for the entertainment of the dominie and the congregation," and Waldron, Dyckman, Bussing and Oblinus, each advanced the dominie 3 guilders for his services, while Jan Nagel provided the wagon to bring and return the dominie; the visit costing the town in all \$16.40.¹

This year, too, Captain Codrington and Margaret Delavall were married. As the bride was the Mayor's daughter, and the bridegroom was later to be one of Harlem's freeholders, the incident was of more than ordinary interest in New York's social life of that time.

New faces were crossing the Harlem Line, and old ones were turning to other scenes. Pierre Cresson, who had sold out to Brevoort, disposed of one of his farm lots, "for 100 guilders (\$40) in goods or grain, a pair of oxen, one cow, and a half-firkin of soap." This land is valued at nearly a million dollars to-day.

Cresson's feud with Delamater, which led up to this leave-taking, is recalled by another quarrel, which developed in this same year, between Col. Lewis Morris and young Daniel Tourneur. Col. Morris maintained that Stony Island, opposite Randall's Island, on the main, belonged to him. Tourneur was equally firm in maintaining that it was a part of Harlem's territory. The affair is important, as resulting in a decision by the courts sustaining Tourneur.

1. Riker's History of Harlem, p. 396.

CHAPTER VIII.

THE DONGAN CHARTER.

ABOUT the time that Tourneur began his famous law suit with Colonel Morris, two Labadist travellers named Sluyter and Dankers, from Wiewerd, Friesland, visited New Harlem. They wrote a vivid description of many points of the village, and to them we are indebted for the following¹ information, which held true seven years later, when the last Harlem patent was issued.

Under date of October 6, 1679, they say: "We left the village called the Bouwery, lying on the right hand, and went through the woods to New Harlem, a tolerable village situated on the south side of the Island, directly opposite the place where the northeast creek and the East River come together." Their object was "to explore the Island of Manhattan," which, as they supposed, ran east and west. "This island is about 7 hours' distance in length, but is not a full hour broad. The sides are indented with bays, coves and creeks. It is almost entirely taken up; that is, the land is held by private owners, but not half of it is cultivated. Much of it is good woodland. The south end, on which the city lies, is entirely cleared for more than an hour's distance, though that is the poorest ground; the best being on the east or north side. There are many brooks of fresh water running through it, wholesome, and fit for man and beast to drink, as well as agreeable to behold; affording cool and pleasant resting-places, but especially suitable for the construction of mills, for while there is no overflow of water, yet it can be shut off, and so used."

With eyes accustomed only to monotonous plains and pastures, they viewed with delight the varieties of the landscape. Mt. Morris, and the heights lying westward of the flats, they describe as "two ridges of very high rocks, with a considerable space between them, displaying themselves very majestically, and inviting all men to acknowledge in them the majesty,

1. Riker's Harlem, p. 397.

grandeur, power and glory of their Creator, who has impressed such marks upon them." The last reference is probably to the outcropping of the gray stone along the entire face of the west heights. "Between them runs the road to Spyt den Duyvel. The one to the west is most conspicuous; the east ridge is covered with earth on its west side, but it can be seen from the water, or from the main land beyond to the east. The soil between these ridges is very good, though a little hilly and stony, and would be very suitable, in my opinion, for planting vineyards, in consequence of its being shut off on both sides from the winds which would injure them."

With Gerrit van Duyn, of Long Island, who had volunteered to show them the way, they reached Harlem village. "As our guide, Gerrit, had some business here, and found many acquaintances, we remained over night at the house of one Geresolvort (Resolved Waldron), Constable of the place, who had formerly lived in Brazil, and whose heart was still full of it. This house was constantly filled with people all the time drinking, for the most part, that detestable rum. He had also the best cider we have tasted.

"Among the crowd we found a person of quality, an Englishman named Captain Carteret, whose father is in great favor with the King, and he himself had assisted in several exploits in the King's service. This son is a very profligate person. He married a merchant's daughter here, and has so lived with his wife that her father has been compelled to take her home again. He runs about among the farmers, and stays where he can find most to drink, and sleeps in barns on the straw. If he conducted himself properly he could not only be Governor here, but hold higher positions, for he has studied the moralities, and seems to have been of good understanding; but that is all now drowned. His father, who will not acknowledge him as his son, as before, allows him yearly as much only as is necessary for him to live.

"Saturday 7th. This morning, about half-past six, we set out from the village, in order to go to the end of the Island; but before we left we did not omit supplying ourselves with peaches, which grew in an orchard along the road. The whole ground was covered with them, and with apples, lying upon the new grain with which the orchard was planted. The peaches were the most delicious we had eaten." Proceeding up the Island they add:

"We crossed over the Spyt den Duyvel in a canoe, and paid

nine stivers fare for us three, which was very dear. We followed the opposite side of the land, and came to the house of one Valentyn,"—this was the ancestor of the Valentines of Westchester. "He was not at home, but his Dutch vrouw, who was from Beest, in Gelderland, glad to see Hollanders, entertained them at breakfast; after which they came down on that side to Colonel Morris', meeting his nephew, Walter Webley, ready to cross the river. "He carried us over with him, and refused to take any pay for our passage, offering us at the same time some of his rum, a liquor which is everywhere. We were now again at New Harlem, and dined with Geresolvert, at whose house we slept the night before, and who made us welcome. It was now 2 o'clock, and, leaving there, we crossed over the Island, which takes about three-quarters of an hour to do, and came to the North River, which we followed a little within the woods, to Sappokanikke."

The travelers were not only mistaken in their belief that the island ran east and west, but apparently made a serious blunder in speaking of Waldron as a former resident of Brazil. "Waldron's history," says Riker,¹ "is sufficiently known to make it improbable that he had ever visited Brazil. But the voorleser, Vander Vin, whom they must have seen and conversed with, had spent some of his earlier years in that country, when clerk of the High Court of Justice at Maurits-stadt, during the presidency of the Heer Johan van Raasvelt. . . . Vander Vin might well retain impressions of his experiences in Brazil at a very exciting period in the history of the Dutch occupation, . . . and may have been 'still full of it,' as the travelers say of Waldron. Mistakes easily find place in the hastily written notes of tourists, and the journal of these travelers forms no exception."

Had Vander Vin been writing, instead of the Labadists, his journal would doubtless have reflected not the former grandeur of Dutch affairs in Brazil, but his own miseries, because of the inability of the town to pay his salary. Added to his other burdens, the town had to postpone building operations on his new house owing to lack of money. It is stated that the cracks in the walls of the old house were so bad that the snow blew over the voorleser's bed while he slept. He owed Gerrit van Tright, of New York, merchant, 64 guilders and 13 stivers in beaver, 100 guilders and 17 stivers in sewant and 2 pieces of eight in silver, and was obliged to mortgage his house and lot on the Beaver Graft, whence he derived part of his support. The town even

1. Riker's Harlem, p. 403.

owed him 58 guilders from the year before. This unfortunate condition was remedied by the sale of Moertje David's Fly to Barent Waldron for 205 guilders, Constables Johannes Vermilye and Daniel Tournour being authorized to hire a carpenter to erect Vander Vin's dwelling at the "least cost to the Town."

Someone suggested that this would be as good a time as any for determining just how much taxable farm land the Town possessed. The list which follows includes the names of those to whom Governor Andros gave patents within the lands under Harlem's jurisdiction, and reads:

Hendrick Bosch, at Moertje David's Fly, 1 erf, 1 morgen.

John Robinson, at the Saw-kill, 1 erf.

Jacob Young, 1 erf, 2 morgen.

Jean Baignoux, on Hoorn's Hook, 1 erf, 1 morgen.

Jean Belin and
Etienne Button } on ditto, 1 erf, 1 morgen.

Jan Dircksen, on ditto, 1 erf, 1 morgen.

Michiel Bastiaensen and
Hendrick Kiersen, at Spuyten Duyvil } no quantity
reported.

John Robinson's name recalls the bear hunt "along the Saw-kill," to which historians unflinchingly allude in any history of Manhattan Island. Briefly, it came about this way:

In the late fall of 1679 Abraham Shotwell sold the plot, marked with his name on the map, and which he received from Governor Andros, to John Robinson, a New York merchant. Robinson looked upon the property, which has since been included among the group of delightful country seats of the Delafields, Lawrences, Rikers, Schermerhorns, Winthrops, Hoffmans, Pearsalls, Buchanans, the famous Captain Kidd, and others, as a sort of country place, for the nearest settlement on the New York side (other than the Young and Baignoux establishments) was below where the Criminal Court building is now located on Center Street. As will be seen by this proclamation of the Governor, which was soon issued, wolves were plentiful on the Island:

UPON the many complaints of the great mischief done by Wolves on the Island of Manhatans, and at the request and desire of several of the inhabitants of the said Island that they may have liberty and license to hunt and destroy the same: these may certify that liberty and license is hereby granted to any of the inhabitants of the said Island to hunt and destroy the said Wolves on Thursday next

after the date hereof. Given under my hand at Fort James, this 1st day of August, 1685.

THO. DONGAN.

Passed the office,
J. SPRAGGE, Secretary.

Not alone wolves, but an occasional bear left footprints on the path to the barn on this farm of Robinson's; and bruin's tracks being discovered one winter morning when mine host and some city guests were spending a week of shooting at the farm, all hands, including the Rev. Charles Woolley, chaplain of the garrison at New York, joined in a hunt.

One annotator has gravely suggested that this memorable bear chase ended on Wall Street. Riker, in commenting on this evident error (for the bear was finally trapped in a tree near 74th Street and the East River), as gravely says that he was not aware that modern bears, noted for caution, ever ventured down as far as the Stock Exchange.

Evidently the chaplain was not the least interested spectator of the chase, for his journal reads: "When he (the bear) got to his resting place, perched on a high branch, we dispatched a youth after him with a club to an opposite bough, who, knocking his paws, he comes grumbling down with a thump upon the ground; and so we after him again."

Vander Vin's patience was rewarded by active work on his new house, the preparations for which had so far advanced that a contract was awarded to Adolph Pietersen De Groot, a New York carpenter, who pledged himself to build a house 22 feet long and 20 feet broad (about the size of an average office of to-day) for 250 guilders (\$100), provided the inhabitants of the Town would all turn in and help. This they did, and in the accompanying instructive list the reader will find that \$2 was a good day's wages at this period, with no "walking delegate" in sight. It is also to be noted that the inhabitants, when they could not give grain or furnish clapboards, or shingles, would drive nails, or make human derricks of themselves, in order that the worthy Vander Vin might have a sound house to sleep in. Here is a list of the town debts, with some of Vander Vin's house-building items included:

To Daniel Tourneur, thirteen days' work,			
@ 5 gl p. day.....	f. 65	: 0	: 0
Riding 1659 shingles @ 5 gl per 150.	55	: 0	: 0
Also for shingles and clapboards.....	16	: 5	: 0
2½ lbs. nails, @ 30 stivers.....	3	: 15	: 0

	Paid Kleyn Jan for fixing the Town's drum	9	:	0	:	0
	One gallon of rum to the carpenter...	6	:	0	:	0
	A cord to the drum.....	3	:	0	:	0
To	Jan le Maistre, 6 days' work @ 5 gl..	30	:	0	:	0
	3 lbs. nails @ 30 st.....	4	:	10	:	0
	Riding shingles, clapboards, etc.....	16	:	5	:	0
	Taking a warrant to Spuyten Duyvil..	4	:	0	:	0
To	Adolph Pieters, for building the town's house	250	:	0	:	0
	Resolved Waldron, 10 schepels wheat delivered	60	:	0	:	0
	48 lbs. nails @ 30 st.....	72	:	0	:	0
	Also to lath nails.....	5	:	0	:	0
	A cord to the town drum.....	6	:	0	:	0
	Old payment.....	3	:	0	:	0
	Paid to the carpenter.....	120	:	0	:	0
	Board for the carpenter.....	40	:	0	:	0
	Barent Waldron, taking a warrant to Spuyten Duyvil	4	:	0	:	0
To	Joost van Oblinus, 1 lb. nails delivered	1	:	10	:	0
	Paid the Carpenter.....	30	:	0	:	0
	Old payment	3	:	0	:	0
To	Jan Nagel, 3 lbs. nails, @ 30 st delivered	4	:	10	:	0
	Riding shingles and clapboards, etc..	26	:	5	:	0
	Taking a warrant to Spuyten Duyvil..	4	:	0	:	0
To	Adolph Meyer 2 schepels wheat delivered	12	:	0	:	0
	Riding shingles, clapboards, etc.....	16	:	5	:	0
	Taking a warrant to Spuyten Duyvil..	4	:	0	:	0
To	Jan Dykeman, one schepel wheat delivered	6	:	0	:	0
	Riding shingles, clapboards, etc.....	16	:	5	:	0
	Old payment	3	:	0	:	0
To	Arent Hermens (Bussing) one schepel wheat delivered	6	:	0	:	0
	Riding shingles, clapboards, etc.....	16	:	5	:	0
	Old payment	3	:	0	:	0
To	Laurens Jansen Low, riding shingles clapboards, etc.	26	:	5	:	0
To	Jan Hendrick Kyckuyt, ditto ..	26	:	5	:	0
To	Johannes Vermilje, beer, wine and rum, etc.	33	:	0	:	0
To	Isaac Delamater, taking a warrant to Spuyten Duyvil.....	4	:	0	:	0

To Glaude Delamater, $\frac{1}{2}$ vat beer (old account)	15 : 0 : 0
To Reynier Willems, the baker, balance..	15 : 0 : 0
To Nicholas Bayard, for services, old account	24 : 0 : 0
To Hend. J. Vander Vin, writing-book, paper, and ink.....	12 : 0 : 0
To De Forest and Legget, glass and planks to the town's house.....	110 : 0 : 0
	<hr/>
	f. 1190 : 0 : 0

Of vital interest to descendants of the Dongan patentees are the years which follow the completion of Vander Vin's house; years foreshadowing the coming of national independence. Interesting, too, are items telling of the sale for "one heifer of three years old" of the lot where Barent Waldron took his bride; of one of Carteret's¹ for 277 pounds of beef; of still another for thirty guilders in cash and a gallon of rum; or the item in Vander Vin's journal found after the latter's death, reading: "On this date set hen to brood." But they must be passed over, with hardly so much as mention, in the crowding of events that led up to the Dongan charter.

Chief among the political incidents which occupied the attention of busy Harlem were those reflecting the growth of the American spirit. "The sessions at Fort James" formed the topic of the hour, and the doings of the General Assembly were on every lip, for the fathers were framing a Charter of Liberties, which was the forerunner of state sovereignty and national independence. This "provided for similar assemblies, to meet as often as every three years; admitted the people, with some limitations, to a voice in legislation by their representatives; declared entire freedom of conscience and religion to all professing faith in God by Jesus Christ; and forbade any tax, assessment, or impost being laid upon any of His Majesty's subjects, or their estates, 'but by the act and consent of the Governor, Council and Representatives of the people in General Assembly.'"²

Another act changed the division of Ridings into Counties, and defined New York County as embracing Manhattan, Blackwell's, Ward's and Randall's Islands. Still another recognized or erected Courts of Justice: the Town Court, the County Court, or Court of Sessions; a General Court of Oyer and Terminer; and a Court of Chancery. The Town Court was to be

1. New Lots, No. 9.

2. Riker, p. 435.



OLD DYCKMAN TREES.

ON A LOW HILL, FAST YIELDING TO GRADING AND CITY IMPROVEMENTS, ALMOST ON THE LINE OF THE SUBWAY, STAND THESE OLD APPLE TREES, PLANTED YEARS AGO BY THE DYCKMANS, WHO HAVE MADE UPPER HARLEM FAMOUS FOR ALL TIME TO COME. UNDER THESE TREES, AT 206TH STREET, HAVE BEEN SHELTERED THE ARMIES OF WASHINGTON AND HOWE, WHILE THE DYCKMAN BOYS, NOTED AS SCOUTS, RENDERED VALUABLE SERVICES TO THE AMERICAN CAUSE. THE BEAUTIFUL MARBLE BUILDING IN THE DISTANCE IS THE HALL OF FAME, ERECTED BY MISS GOULD, ON THE WESTCHESTER HEIGHTS, BEYOND THE HARLEM RIVER.

composed of three Commissioners, chosen by the freeholders, and to be called the Commissioners' Court, having power to hear and determine small cases to the value of forty shillings. "This law," says Riker,¹ "was of special advantage to Harlem, as against the assumptions of the city government."

New York City, ever since the establishment of its Mayor's Court, had been continually seeking to get the upper hand of Harlem,—a movement that was fostered by the independent propaganda of the time. The following resolution, introduced at a meeting of the Mayor and Aldermen of New York, on November 9, 1683, endeavoring to restrict the powers of Harlem and bring her within the control of the city authorities, voiced the aspirations of New York:

Resolved, that all the Inhabitants on the Island Manhantans are under the government of the City of New York.

In this subtly worded and seemingly harmless resolution there was the touch of a velvet paw, whose claw was hidden neither to the Town of Harlem nor to the Governor's Council.

So preposterous did it seem, however, that Harlem had scarcely protested when the Governor and Council responded with an exception to the resolution, stating that the Town of Harlem had rights, the exercise of which was not at all dependent upon New York City's pleasure. "We regard it as only reasonable," said the authorities, "that the Town of Harlem shall have liberty to determine all matters that come before them under forty shillings at their own Town Court."

Governor Dongan, who succeeded Andros in this year, took the first active steps toward Harlem's new charter, by issuing an order directing all groundbriefs and Indian deeds to be submitted to him at once. His reason for this was mercenary. His master, James, the Duke of York, in two years to succeed Charles II. as King of England, was in need of money. How much money Dongan thought he could squeeze out of over-taxed Harlem is not known, but the motive behind the act aimed less at specific amounts than at some increase in receipts which might be reported to the owner of the Province.

Harlem submitted her patents (she had no Indian deeds) to the Council on April 19th, and later paid a quit rent of eighteen bushels of grain to Dongan,—her delinquency up to that year.

1. Page 435.

The following tax list shows the payments made by the Harlemites on the verge of the issuing of the last patent:

Joost van Oblinus paid 13 guilders; Resolved Waldron, 11; Barent Waldron, 5; Jan Nagel, 14; Daniel Tourneur, 4; Daniel Tourneur's widow, 15; Jan Kyckuyt, 6; Lawrence Jansen Low, 6; Arent Harmanse Bussing, 4; widow of Glaude Delamater, 9; Adolph Meyer, 7; Cornelis Jansen Kortright, 13; Johannes Verveelen, 3; Johannes Vermilye, 2; Jan Louwe Bogert, 8; Jan Dyckman, 9; Pieter van Oblinus, 5; Wm. Waldron, 1; John Delavall, 30.

One more incident claims our attention before turning to that of the last charter. This is the building of a stone church, not on the 125th Street site, previously noted, but on the two northern erven of Delamater and Kortright (lots *c* and *e*). This edifice, designed to supplant its predecessor, was specified as follows:

Specification of the Church at Harlem: The size of the Church, across it either way, is 36 Dutch feet; upon which Wm. Hellaker undertakes to construct a roof, with an arch therein, and a small steeple upon it, and to cover all properly with shingles, and to make a scuttle thereto; upon the condition that the people of the town shall be obligated to deliver the timber at the building place. For which the Constable and Magistrates promise to pay the aforesaid Wm. Hellaker the sum of Seven Hundred and Fifty guilders in Wheat, to be paid in the month of January following this year, 1686, the Wheat to be delivered at the current price. Thus arranged and agreed to in the presence of the after-named witnesses and which, with our usual hand, is subscribed. Done at New Haerlem, this 30th day of March, 1686.

WILLEM HELLAKER,
JAN DE LAMATER, Constable.
DANIEL TOURNEUR,
JAN NAGEL.

Witnesses:

JOHANNES VERMILYE,
RESALVERT WALDRON.

Before me,

JAN TIBOUT, Clerk.

Here the Dutch congregation at Harlem was to worship until the Revolution,—during which the building was destroyed. It was replaced by another on the same site in 1788, and remained

the only church in the entire district of Harlem until the organization of St. Mary's Episcopal Church at Manhattanville, in 1823. Two years later was begun the fine church building, shown in an accompanying cut, which originally stood on the northwest corner of Third avenue and 121st Street, now occupied by a department store. This site being sold at an advantage, the church was moved, in 1886, to its present site on 121st Street. The labors and sacrifices leading up to the building of the 1686 structure were undertaken by Harlem with the same determination with which its citizens met every previous obstacle. To undertake to construct an arched roof, with its necessary clamps, angle irons, bent timbers and miscellaneous iron work, was no child's play in those days.

Landholders gave more than they had subscribed. Bussing "rode" from New York the stone which surmounted the front door, and charged only a florin (40c.) for his pains. The stone itself cost \$4.80, which Bussing also paid. A committee was sent to "Manhattans" to see John Delavall concerning his share. He owed, they said, "for stone, timber, lime and morgen money, 236 florins; for 2 years' salary of the voorleser, 95 florins; for quit rent, 32 florins." Surely, they argued, John would not fail them in their hour of need. But John was not so sure about this church contribution. He had embraced the religion of the Quakers. Giving to the Dutch church was not an unalloyed pleasure, though it might be construed as his duty by his Dutch friends. Therefore he said: "Levy on my goods, if you want to, but I think it wouldn't be consistent with my religion if I were to pay you what you say I owe." So the villagers, through Constable Brevoort, levied on Delavall's Harlem property.

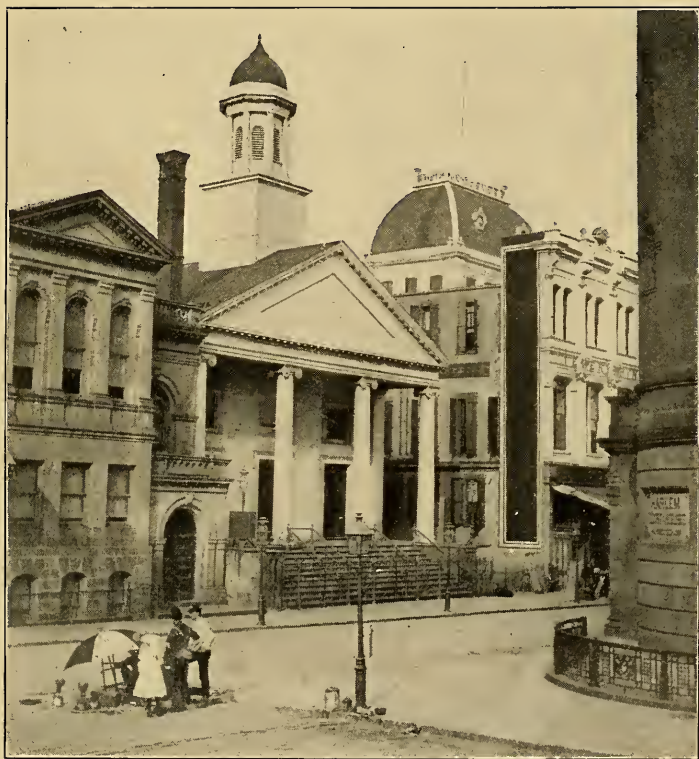
But Delavall's arrears were not enough to meet the great demands which sprang up unexpectedly, so a tax of 2 guilders per morgen was laid upon the townsmen, and later an additional tax of 8 cents per acre. A special contribution was made up for glazing the windows, as follows:

Adolph Meyer	f. 14
Arent Harmans Bussing	14
Jan Dykeman	9
Jacqueline Tourneur	9
Joost van Oblinus.....	9
Cornelis Jansen Kortright	9
Lawrence Jansen Low	9
Jan Delamater	9
Isaac Delamater	9

Johannes Vermilye	9
Jacques Tourneur	9
Jan Louwe Bogert	9
Daniel Tourneur	9
Pieter van Oblinus.....	9
Jan Nagel	9
Jan H. Brevoort	9
Maria Vermilje	9
Resolved Waldron	9
Barent Waldron	9
Samuel Waldron	9
Johannes Waldron	9

Little by little, after the laying of the cornerstone by Resolved Waldron on the 29th of March, 1685, and of the next stone on top of that by Johannes Vermilye, the walls began to rise. Across First Street and down the green toward the landing, Haldron's anvil rang out a song of joy which found echo in all the hearts in the village. Soon the timbers were bent in place. Then came the raising of the gilded "haen," or weathercock, to the tip of the steeple; and Harlem, proud as the weather-vane she had just erected, met for the last Thursday's communion service at the little old 125th Street structure she had outgrown. At this meeting the townfolk elected new town officers, and resolved to enclose the new churchyard with clapboards.

Of this time Riker says: "The people brought in their wheat to the town house, depositing it in the loft. Others delivered it to the mechanics, or at the saw mill, in payment for boards and planks, receiving credit therefor in their account. Jan Delamater paid to the laborer a remnant of wheat left in his hands after the last payment of the town's quit rent, 3 schepels, amounting to 18 guilders. Constable Brevoort afterward paid him 2 schepels, amounting to 12 guilders, and the balance of his wages, 35 guilders, on February 24, 1687. To Jerome Van Bommel, of New York, 'Smith,' was paid 126 florins. At this date the new patent had also to be paid for, and the mechanics gave time on their bills. The 14th of March, 1688, the sum of 528 florins, yet due the masons (their contract was for 600 florins), was paid to Stoutenburgh by Barent Waldron. William Hellaker had received 'for the building of the church,' from Jan Dykeman, 45 florins, 12 stivers; from Constable Brevoort, 153 florins; from Jan Louwe Bogert, 125 florins, and from Adolph Meyer, Constable, 275 florins. At a reckoning March 14, 1689, there was found due him a balance of 163 florins, 13 stivers, which included 12 florins, 5 stivers, for extras, over and



THE DUTCH REFORMED CHURCH.

THIS STRUCTURE, JUST WEST OF THIRD AVENUE ON 121ST STREET (NEAR THE MIDDLE OF CHURCH LANE), IN WHOSE BELFRY HANGS THE ORIGINAL HARLEM BELL, IS THE FOURTH EDIFICE ERECTED IN HARLEM. ON THE RIGHT STANDS THE HARLEM COURT HOUSE, ON A PORTION OF THE TOWN LANDS ILLEGALLY SOLD BY WILLIAM TWEED.

above his contract; and on April 16th Barent Waldron was authorized to pay this balance from the funds in his hands. Besides the work done by the people themselves and the materials they furnished, the church cost them over 2,600 guilders. It was spacious and substantial, but obviously of the plainest finish, according thus with the simple tastes and strictly utilitarian ideas of the builders, of which the following item from the deacon's book for 1687 is quite suggestive: 'July 21, gave to the Smith for making a bolt, also a latch, for the Church, 8 guilders.' During the first year of its occupancy, the collections amounted to 171 guilders, 4 stivers, averaging 3 guilders, 5 stivers (\$1.30) per sabbath."

Governor Dongan, meanwhile, had been dropping various hints to the effect that it would be advisable for all to have their charters renewed if they desired to retain their possessions. Dongan wanted the money. Harlem wanted the patent, although it could ill afford to spend the necessary cash, and held back a little.

Riker speaks of the threats that were held over New Harlem to induce her to take out Dongan's patent, in the following words:

Meanwhile a matter of common interest and of great importance to the freeholders, the renewal or confirmation of the town patent, had been pressed upon them by the Governor, who, in behalf of his sovereign, now King James Second, was aiming at a large increase of the revenue in the form of quit rent, and also to fix the amount and the time and mode of payment, by the general issue of new patents. Cogent reasons were brought to bear upon the people. James, Duke of York, had ascended the throne February 6, 1685; but, as King, it was by no means certain that he would be bound by his acts as duke; and hence the wisdom of taking out new letters patent directly under the crown, by the hand of its accredited agent. Indeed, assuming the old town patents to be invalid unless confirmed (an assumption not warranted by the fact), Dongan avowed his intention to appropriate, as belonging to the King, and at his disposal, all such tracts of common land as could be found within the several townships and not yet purchased of the Indians. So the inhabitants "were willing rather to submit to a greater quit rent, than to have that unpurchased land disposed of to others than themselves."

This menace had the desired effect; New Harlem yielded,

and the historic Dongan patent was issued on March 7, 1686. It was soon after followed by Dongan's charter to the City of New York, dated April 17, 1686, under which the city afterward claimed New Harlem's water front,—property manifestly vested in the Town by the old patents which Dongan threatened to annul.

The wording of the Dongan charter follows :

THE DONGAN PATENT.

Thomas Dongan, Captain-General, Governor-in-Chief and Vice-Admiral in and over the Province of New York, and its dependencies thereon in America, under his Majesty James the Second, by the Grace of God, of England, Scotland, France, and Ireland, King, Defender of the Faith, etc., To all to whom these Presents shall come, sendeth Greeting:—Whereas Richard Nicolls, Esq., formerly Governor of this Province, hath by his certain writing or Patent, bearing date the 11th day of October, Anno Dom. One Thousand Six Hundred and Sixty-seven, did give, ratify, confirm and grant unto Thomas Delavall, Esq., John Verveelen, Daniel Tourneur, Joost Oblinus and Resolved Waldron, as Patentees, for and on behalf of themselves and their associates, the freeholders and inhabitants of New Harlem, their heirs, successors and assigns, all that tract, together with the several parcels of land, which they then had, or after should be purchased or procured, for and on the behalf of the said Town, within the bounds and limits hereafter set forth and expressed, viz. That is to say, from the west side of the fence of the said Town, a line being run due west 400 English poles (6,500 feet), without variation of the compass, and at the end thereof another line being drawn across the Island north and south, with the variation, that is to say, north from the end of a certain piece of meadow ground, commonly called the Round Meadow, near or adjoining unto Hudson's or the North River, and south to the place where formerly stood the Saw Mills, over against Verkens or Hog Island, in the Sound or East River, shall be the western bounds of their lands, and all the lands lying and being within the said lines so drawn north and south as aforesaid eastward to the end of the Town and Harlem River, or any part of the said River on which this Island doth abut, and likewise on the North and East Rivers, within the limits aforementioned described, doth and shall belong to the said Town; as also four lots of Meadow Ground upon the Main, marked with No. 1, 2, 3, 4, lying over against the Spring, where a passage hath been used to ford over

from this Island to the Main, and from thence hither, with a small island commonly called Stony Island, lying to the east of the Town and Harlem River, going through Bronck's Kill by the little and great Barn's Islands, upon which there are also four other lots of Meadow Ground, marked with No. 1, 2, 3, 4; together with all the soils, creeks, quarries, woods, meadows, pastures, marshes, waters, lakes, fishing, hawking, hunting and fowling, and all other profits, commodities, emoluments and hereditaments to the said land and premises, within the bounds and limits set forth, belonging, or in anywise appertaining, and also freedom of commonage for range and feed of cattle and horses, further west into the woods upon this Island, as well without as within their bounds and limits set forth and expressed; to have and to hold all and singular the said lands, island, commonage, hereditaments and premises, with their and every of their appurtenances, and of every part and parcel thereof, unto the said Patentees and their Associates, their heirs, successors and assigns, to the proper use and behoof of the said Patentees and their Associates, their heirs, successors and assigns, forever. And whereas, Richard Nicolls, Esq., did likewise ratify, confirm and grant unto the said Patentees and their associates, their heirs, successors and assigns all the rights and privileges belonging to a town within this government, with this proviso, or exception, that in all matters of debt or trespass of or above the value of Five Pounds, they shall have relation unto and dependence upon the courts of this city, as the other Towns have upon the several Courts of Sessions to which they do belong; and that the place of their present habitation shall continue and retain the name of New Harlem, by which name and style it shall be distinguished and known in all bargains and sales, deeds, writings and records; and that no person whatsoever should be suffered or permitted to erect any manner of house or building upon this said Island within two miles of the limits and bounds aforementioned, without the consent and approbation of the major part of inhabitants of the said Town; and whereas the said town lies very commodious for a Ferry, to and from the Main, which may redound to the particular benefit of the Inhabitants, as well as to a general good, the freeholders and inhabitants of the said Town should, in consideration of the benefits and privileges therein granted, as also for what advantage they might receive thereby, be enjoined and obliged, at their own proper costs and charge, to

build or provide one or more boats fit for the transportation of men, horses, or cattle, for which was to be a certain allowance given by each particular person, as should be then ordered and adjudged fit and reasonable; They, the said Patentees and their Associates, their heirs, successors and assigns, Rendering and Paying such duties and acknowledgments as then were or after should be established by the laws of this government, under the obedience of His Royal Highness, his heirs and successors, as in and by the said Patent, remaining upon record in the Secretary's Office, reference being thereunto had, doth fully and at large appear. And whereas, the present inhabitants and freeholders of the Town of New Harlem aforesaid have made their application unto me for a more full and ample confirmation of their premises to them, their heirs, successors and assigns forever, in their quiet and peaceable possession: Now Know Ye, that by virtue of the commission and authority to me derived, and power in me residing, in consideration of the premises, and of the Quit Rent hereinafter reserved, I have given, granted, ratified and confirmed, and by these presents do give, grant, ratify and confirm, unto John Delavall, Resolved Waldron, Joost van Oblinus, Daniel Tourneur, Adolph Meyer, John Spragge, Jan Hendricks Brevoort, Jan Delamater, Isaac Delamater, Barent Waldron, Johannes Vermelje, Lawrence Jansen (Low), Peter van Oblinus, Jan Dykeman, Jan Nagel, Arent Harmanse (Bussing), Cornelis Jansen (Kortright), Jacqueline Tourneur, Hester Delamater, Johannes Verveelen, William Haldron, Abraham Montanie, Peter Parmentier, as Patentees, for and on behalf of themselves the present freeholders and inhabitants of the said Town of New Harlem, their heirs, successors and assigns, All and singular the before-recited tract, parcel and parcels of land and meadow, butted and bounded as in the said Patent is mentioned and expressed, together with all and singular the messuages, tenements, houses, buildings, barns, stables, orchards, gardens, pastures, mills, mill-dams, runs, streams, ponds, woods, underwoods, trees, timber, fencing, fishing, hawking, hunting and fowling, liberties, privileges, hereditaments and improvements whatsoever to the said tract of land and premises belonging, or in any wise appertaining or accepted, reputed, taken or known, or used, occupied and enjoy as part, parcel, or member thereof, with their and every of their appurtenances; Always provided, that nothing contained therein shall be construed to prejudice the right of the

City of New York, or any other particular right; and saving to the said City of New York, and their successors forever, and also saving to every particular person, his heirs and assigns, that have any right, interest or estate within the limits of the said Town of New Harlem, as well as without the limits of the said Town of Harlem, full power, liberty and privilege to build, cultivate and improve all such tracts and parcels of land as the said City of New York now have, or hereafter shall have, within or without and adjacent to the limits of the Town of Harlem aforesaid; And also the commonage of the Town of Harlem aforesaid, is to be confirmed within the limits abovesaid, and the right of commonage to extend no further, any grant or thing contained herein to the contrary in any wise notwithstanding: To have and to hold the said several tracts and parcels of lands and premises, with their and every of their appurtenances, unto them the said John Delavall, Resolved Waldron, Joost van Oblinus, Daniel Tourneur, Adolph Meyer, John Spragge, Jan Hendricks Brevoort, Jan Delamater, Isaac Delamater, Barent Waldron, Johannes Vermilje, Lawrence Jansen (Low), Jan Dykeman, Jan Nagel, Arent Harmanse (Bussing), Cornelis Jansen (Kortright), Peter van Oblinus, Jacqueline Tourneur, Hester Delamater, Johannes Verveelen, William Haldron, Abraham Montanie, Peter Parmentier, as Patentees for and on behalf of themselves, their heirs, successors and assigns to the sole and only proper use, benefit and behoof of the said Patentees, their heirs, successors and assigns forever; To Be holden of His Most Sacred Majesty, heirs and successors, in freeland socage, according to the tenure of East Greenwich, in the County of Kent, in His Majesty's Kingdom of England; Yielding, rendering and paying therefore, yearly and every year forever, on or before the five and twentieth day of March, in lieu of all services and demands whatsoever, as a Quit Rent, to His Most Sacred Majesty aforesaid, his heirs and successors, or to such officer or officers as shall be appointed to receive the same, Sixteen bushels of good winter merchantable Wheat, at the City of New York. In testimony whereof I have caused these presents to be entered upon record in the Secretary's Office, and the Seal of the Province to be hereunto affixed, this Seventh day of March, 1686, and in the 3d year of His Majesty's reign.

THO. DONGAN.

Simultaneously with the issuing of the patent, the scattering

of the patentees over the district was hastened by a seemingly trivial cause, which comes to light in the minutes of the Town meeting of December 3, 1685. These said that every householder must make a ladder to his chimney within a month, or be fined \$2.40. Fear of fire, then, was one of the potent reasons for leading the patentees to forsake the village life they had so loved. Beneath those very straw roofs, whose inflammability gave them such concern, let us linger for a moment with one whose life was wrapped up in the Harlem of 1686:

“Bidden welcome by mine host, smoking his evening pipe, in his wonted seat on the porch, an air of hospitality has the premises, even to the old well, with watering-trough beside it, which, placed conveniently before the house, with mossy bucket hung from the primitive well pole, invites the gentle kine to come freely to water, or the wayfarer to stop and slake his thirst.

“These houses have begun to be constructed with greater regard to permanence, and even to style, being solidly built of stone, and of more ample dimensions than formerly, though only of one full story. The low ceilings, still void of lath and plaster, expose the heavy oak beams as roughly hewn, or, if taste has dictated, planed and beaded. Similar taste sometimes demands wainscoting, either plain or in panels, around the rooms and hall, and up the broad stairway, with its open balustrade, leading to sleeping chambers in the loft. Outer doors, swung upon heavy strap hinges, are invariably divided in halves horizontally, the upper usually opened by day in the warm season for the admission of air and light. Above it, perhaps in a sash, were three or four small panes of thick green glass, blown with a curious knob or swell in the center. The panes in the windows measure not over 7 by 9 inches, and are sometimes set in leaden crossbars, being protected by strong, close shutters, instead of the less secure modern blinds. The fireplace, with usually no jambs (but having supports built into the wall), gives ample room for all around the fire. Thus suspended, as it were, overhead, the chimney mouth opens wide and flaring to catch the fugitive sparks and smoke, and forms a convenient place in which, at the proper season, to hang up hams, sausages and beef to cure.

“If the fireplace is built with jambs, these are often faced with glazed earthen tiles, imported from Holland, on which are pictured Bible stories and other scenes. These amuse and instruct the juvenile part of the family, who make it a favorite

pastime to study out the curious designs.. The last of these ornamental fireplaces now recollected was in the Peter Benson stone house, which stood in 109th Street, between Second and Third Avenues, and was demolished in 1865.

“Plain and substantial were their dwellings, and in perfect accord with the manners and taste of the occupants, which were simple, unaffected and economical. Slow and deliberate in what they did, it was made up by patience and application. And no people could have been more independent of the outside world. The farmer burnt his own lime, tanned his own leather, often made all the boots and shoes worn by himself and family, and did much of his own carpenter and wheelwright work. Their help in the heavy farm work was mainly African slaves, who, at this time, numbered as one to four whites.

“Primitive were their methods of farming; it was not the era of iron plows, horse rakes and reapers. The scythe was used in mowing grass. The cradle was then unknown, and, instead of which, all grain was cut with sickle, or with the sith and hook. The sith had a blade similar to that of the scythe, but only half as long, to which was attached a snath of about the same length, having at the other end a loop like that of a shovel handle. The hook was made of a slender wooden stock, three feet long, from the end of which ran out at a right angle a small iron prong about eight inches long. When used, the hook was held in the left hand near the middle, where, to prevent its turning, was a socket for the thumb to rest in, the prong being turned from the person. The hook, pressed against the standing grain, served to hold it in place, while it was cut by a swing of the sith, which was held in the other hand. The cut grain was thus left leaning against that still uncut, till the reaper, or his attendant following after him, gathered and bound it into sheaves.

“Nothing was deemed more important than to cut and lay in a good supply of salt hay, which was then thought indispensable for the healthy subsistence of cattle through the winter. It was for this reason that a piece of salt meadow was regarded as a necessary appendage to every farm, and was not less valuable, in the view of the early settlers, than so much upland.

“The children were brought up to those habits of industry which the parents themselves found so profitable. The sons were invariably given a useful trade, and the daughters well taught in all household duties. While the men were engaged in the outdoor work of the farm, the women, in short gown and

slippers, the common indoor dress, were as busy at their special avocations. The spinning wheel was brought out and set in motion as soon as wool and flax could be prepared in the fall, and so each family made its own 'homespun,' as it was termed, both white and colored, to supply its members with clothing; while she was considered but a poor candidate for matrimony who could not show her stores of domestic linens, and other products of her maiden industry.

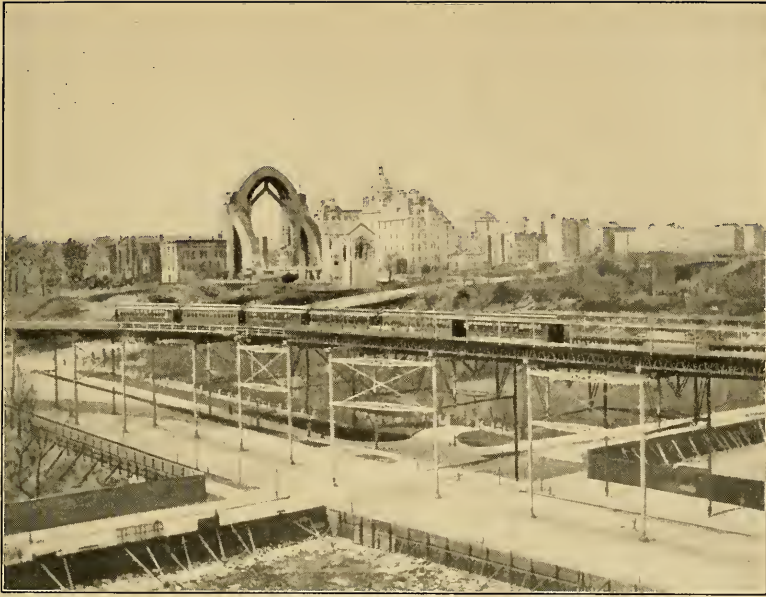
"The dames, so saving were they of their time, usually took their spinning-wheels on going to spend a social afternoon with a neighbor. Nor were the females unwilling to help in the fields during the busy seasons of harvest or corn gathering. Side by side with their fathers, brothers and husbands, they vied with them in raking hay or carrying sheaths; and their presence gave a charm to the merry time of husking.

"Broom and scrubbing-brush, with a periodical whitewashing, frequently tinted yellow or green, kept their apartments cleanly and neat. The carpet, when first introduced called in derision a dirt-cover, was in those days unknown here. The bare floors, as scrupulously clean as the bare table on which they ate their meals, were regularly scrubbed, then sprinkled with fine beach sand, which was brought to the city by the boat load, and peddled in carts through the streets and roads of the island. On cleaning day it was spread, moistened in little heaps over the floor, the family being taught to tread carefully between them. To disturb these would sadly mar the economy of the good housewife, and maybe provoke much good honest scolding in Dutch!

"The next day the sand, now dry, was swept in waves, or other figures, by drawing the broom lightly over it. It was, in truth, but a sample of the general tidiness which ruled the premises.

"Living so largely within themselves, they knew little of the dangers and diseases incident to luxury and indolence. Their clothing, bedding, etc., was all of their own homespun. Most that their table required the farm supplied, to which a mess of clams or fish often gave variety; but no dish, with the Dutch farmer, could compete with his speck en koole, pork and cabbage.

"Their pride was of a kind that was no bar to pleasure, if their only coach was a common wagon, or, perchance, on ox-cart! Home-made linsey-woolsey gave content equally with the finest imported fabrics, and, says a contemporary, 'though their low-

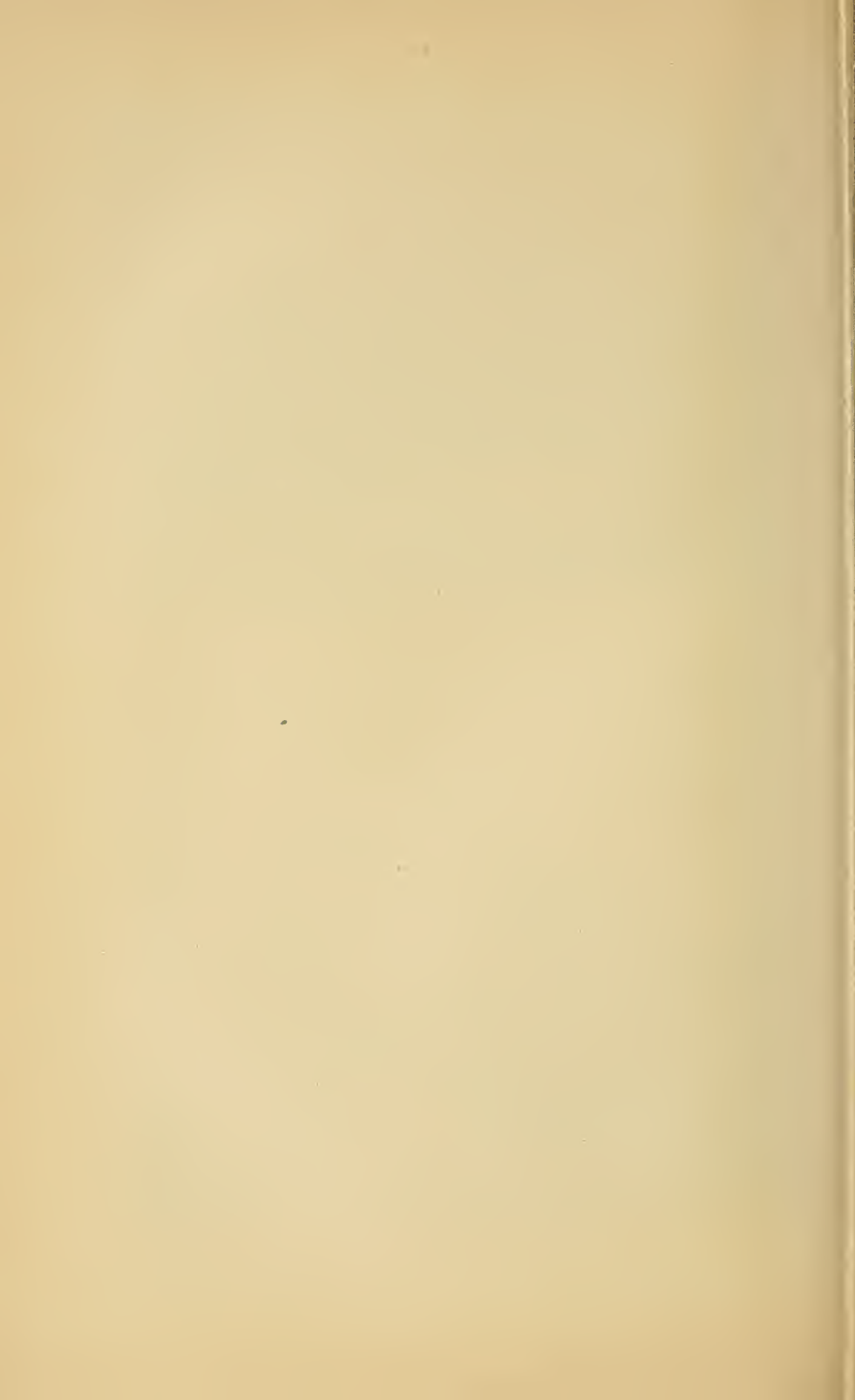


LOOKING NORTH ALONG THE HARLEM LINE AT 110TH ST.



THE CASTLE.

ONE OF THE MANY BEAUTIFUL RESIDENCES ALONG UPPER JOCHEM PIETER'S HILLS,
AT 175TH STREET.



roofed houses may seem to shut their doors against pride and luxury, yet how do they stand wide open to let charity in and out, either to assist each other, or to relieve a stranger.' Another bears this testimony: 'They are sociable to a degree, their tables being as free to their neighbors as to themselves.' And hospitality could not do too much for the guest, if welcome; the acme only reached if he tarried for the night, when, soon after sunset, he was snugly ensconced in the best bed, made of the softest down, and between homespun linen sheets, from which, if cold, the chill was taken by the indispensable warming-pan!

"At the same time, the idea of warming the church was yet unfledged, nor was this provided for till early in the present century (1800), when a stove was introduced. Before this, each church-going matron took to comfort her her little foot-stove and her Dutch Bible with silver clasps.

"Intermarriages among the resident families was the rule, and he was thought a bold swain truly who ventured beyond the pale of the community to woo a mate. And with the unaffected welcome, a keen-eyed scrutiny also awaited the blushing bride on her first arrival from the charming dales of Bloomingdale, the hills of Westchester, or rural home at Bergen, Hackensack or Esopus.

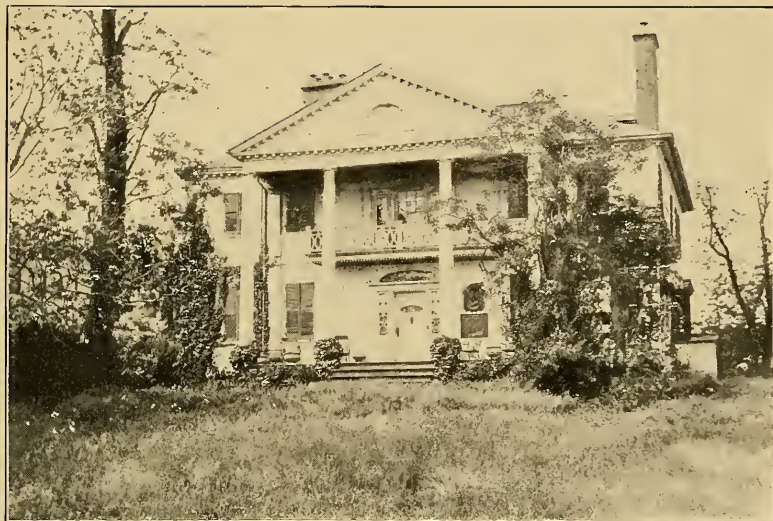
"When friends gathered socially, or happened to meet, as at the village tavern, conversation running in mellifluous Dutch, turned, as usual with farmers, upon their crops, or on horses, or cattle, or modes of farming, unless some special topic intruded. With the good juffrouwes, church matters and the dominie's last visit were always in order. Not many survived who could speak from personal recollection of the Fatherlands; yet we cannot misjudge of the themes on which a few greyheads could still dilate, with all the effect of eye-witnesses, or actual participants. Good Joost van Oblinus,—the thrilling incidents of the French invasion of Flanders, his escape with parents to Holland, sojourn at Mannheim, second flight before French invaders, and final adieu to the dear shores of Europe. Mrs. Tourneur, in tender childhood a victim of that cruel war, and driven, with others of her family, from her native Hestin, probably on its capture by Louis the Thirteenth, in 1639; hers was a tale of trials, of which we have but the veriest outline. And Mrs. Delamater, the daughter of a refugee, depicting her young life at Canterbury, and the humble abode where she was born and reared, whence also, on the quiet sabbath, she was wont to accompany her parents to the grand old Cathedral, and down by a flight of

stone steps into the solemn crypt or vault, where the French and Walloons used to meet for divine service, a privilege long before granted them by good Queen Bess. And Frederick De Vaux (De Voe), who lived to a patriarchal age, and probably was the last survivor of the refugees, experimentally familiar with persecution and hair-breadth escapes in fleeing his native land; facts still among the lingering traditions of his family. Now Bogert and the Jansens grow mellow over the good old times at Schoonrewoert; or the other trio, Meyer, Dykeman and Bussing, draw parallels between the soils or productions of Harlem and their native Bentheim, so famed; or again the well-companioned Waldron and Verveelen live amid former scenes in busy old Amsterdam—the shopkeeper's son, perchance, garrulous over shrewd bargains in trade, and the "book-printer" of the Teerketelssteeg, once more among his type and forms, and, as of old, throwing off from his new press, which his townsman, Blaau, the map-printer, and former assistant to Tycho Brahe, had brought to such perfection, fresh sheets of learned folios, full fifty impressions per hour!

"But should conversation chance to turn upon some controverted question, either of politics or theology, and the latent fire once kindle, the dispute was sure to run high; for only then their tobacco-pipes lost the power to soothe,—that solace alike of their working and leisure hours, and by no means confined to the males; but yet the good dominie set the example!

"Large productive farms, and a convenient market for all they had to sell, led to certain wealth, and no thriftier farmers were to be found anywhere. They were proud, too, of their broad acres, fine stock, lands well tilled, and barns well filled.

"But not the alluring example ever before their eyes could win them to the display of city life; though the latter, simplicity itself as compared to the demands of modern fashion, sets in stronger contrast the style of living, so unpretentious yet rational, which obtained even in the wealthier families, as the Waldrons, Meyers, Bensons and Bussings. And English modes and manners could make but slow advance among a people so tenacious of the Holland tongue, who for half a century later kept their records in Dutch, and their accounts in guilders and stivers."



THE JUMEL MANSION.

THIS HISTORIC OLD HOUSE, SITUATED ON THE EDGE OF JOCHEM PIETER'S HILLS, AT ABOUT 160TH STREET AND EDGECOMB AVENUE, WAS BUILT FOR THE BRIDE OF COLONEL ROGER MORRIS. WASHINGTON HAD SUE'D IN VAIN FOR THE FAIR YOUNG WOMAN'S HAND. COLONEL MORRIS WAS AT HEART A TORY, AND FLED WITH HIS BRIDE TO LONDON, WHILE WASHINGTON REMAINED BEHIND TO MAKE THIS HOUSE HIS HEADQUARTERS DURING THE NEW YORK CAMPAIGN OF 1776. STANDING ON THIS VERANDA, WASHINGTON HEARD THE CANNONADING HERALDING LORD HOWE'S LANDING UPON MANHATTAN ISLAND. FROM HERE THE COMMANDER-IN-CHIEF MADE HIS FAMOUS CHARGE EARLY IN THE MONTH OF SEPTEMBER.



CHAPTER IX.

THE UNFINISHED STORY OF NEW HARLEM.

THE changes through which Harlem passed in the years following the issuance of the Dongan Charter were, for the most part, characteristic of communities in an analagous situation. From being a remote village, self-centered, intensely individual in most of its traits, it came to take on the character of a popular, and, finally, of a distinguished neighbor of New York. Under new distributions of its lands and beautiful estates, adorned by more modern mansions, the town began to reflect the greater culture of the neighboring city. Prosperous New Yorkers turned to the beautiful rolling land at the upper end of the island in search of summer homes, and newcomers from over the sea found within its borders scenic charms and conditions of life greatly to be desired.

Toward the close of the eighteenth century the social events that took place at many of these estates, particularly the Jumel mansion, gave them a conspicuous place in the history of the country. There were receptions to Washington, Louis Phillippe, Lafayette, Talleyrand, Joseph Bonaparte, Louis Napoleon, the Prince de Joinville, and hosts of others. The world's art found its way into the young republic; trinkets and treasures of other lands mingled with the homely pioneer implements and agricultural devices. The New Harlem that had hewn paths in the wilderness now boasted chairs that had belonged to the First Consul; a table, the marble top of which Napoleon had brought from Egypt; a clock used by him in the Tuileries; a chandelier that was his gift to Moreau; tapestries and paintings collected by Josephine and Napoleon; a complete set of drawing-room furniture that had belonged to Charles X.; a bedstead of exquisite workmanship, long used by the First Consul; his army chest; his chess-board, on which his fugitive nephew was, in time to come, to play daily a game with Madame Jumel; and scores of other precious possessions before which the privileged visitor of to-day lingers with curiosity and envy.

Scarcely less noted, and more distinctly American, was the

Hamilton estate, adjoining the Jumel grounds, while many others were distinguished by ownership or association.

It was in New Harlem, before he became Commander-in-Chief, that Washington received his first defeat in love. Here he wooed fair Mary Philipse; here he lost her, too, to Roger Morris, who took his bride to the stately house afterward known as the Jumel mansion. Here, too, as Commander-in-Chief, Washington sat in the very dining-room from whence his former love had fled with her Tory husband, and aimed the first successful blow at the Tories.

When the drums sounded, Harlem's sons, courageous as of old, mustered on the church green and marched down Church Lane to join Washington in the battle with Lord Howe, on the heights now crowned by Columbia University. And Matje David's Fly, the northern end of Harlem line, became famous as the point of Washington's manoeuvre that won the battle of Washington Heights.

Beyond, on the point of rocks through which the subway now runs, Washington stood during the scorching September day and directed the battle which was to make Harlem of the New World as much a household name in history as the mighty town whose women joined her men in Holland's memorable fight for liberty.

It was on these very heights that the first subdivision of Harlem's lands took place four years after the Dongan patent had been issued, at which time a list of the land owners practically coincided with our list of the patentees; showing also what land they held, as follows:

OWNERS DECEMBER 3D, 1685.	ERVEN.	MORGEN.	TAX.	DESCRIPTION OF PROPERTY.
Joost van Oblinus.....	1	30	f.13:17½	J. P., Nos. 7, 11, 13; V. K. H., Nos. 10, 11, 13, 16.
Resolved Waldron	1	24	11: 9½	V. K. H., Nos. 2, 3, ½ of 4, ½ of 9; N. L., Nos. 3, 4, 5, 9, 10.
Barent Waldron	1	9	5: 9½	Gloudie's Point.
Jan Nagel	2	26	14: 3	J. P., Nos. 6, 8, 9; S. D., 8 morgen.
Daniel Tourneur	1	6	4: 5½	Montagne's Flat, 6 morgen.
Wid. Daniel Tourneur.....	2	30	15:15	J. P., No. 1; V. K. H., Nos. 17 double, 18, 19; M. F., 12 morgen.

OWNERS DECEMBER 3D, 1685.	ERVEN.	MORGEN.	TAX.	DESCRIPTION OF PROPERTY.
Jan H. Brevoort.....	1	12	6:13½	J. P., No. 5; V. K. H., No. 20; N. L., No. 1.
Lawrence Jansen Low	1	11	6: 5½	J. P., No. 2; V. K. H., 2-3 of 5, 6.
Arent H. Bussing	1	6	4: 5½	J. P., No. 12.
Wid. Glaude Delamater...	2	15	9:15	V. K. H., No. 12; M. F., 12 morgen (3 lots).
Adolph Meyer	1	15	7:17½	J. P., Nos. 4, 10; V. K. H., No. 14.
Cornelius Jansen Kortright	1	30	13:17½	J. P., No. 3; V. K. H., No. 15; M. F., 18 morgen; N. L., No. 6.
Johannes Verveelen	0	7½	3: 0	V. K. H., Nos. 7, 8, ½ of 9.
Johannes Vermilye	1	1	2: 5½	V. K. H., 1-3 of No. 5.
Jan Delamater	1	3	3: 1½	V. K. H., No. 1.
Maria Vermilye	1	0	1:17½	Erf, since known as the Judah Plot.
Jan Louwe Bogert	1	16	8: 5½	Bogert's Point.
Jan Dykeman	2	14	9: 7	V. K. H., ½ of 4, or 2m; M. F., 6m; S. D., 6m.
Pieter van Oblinus	1	9	5: 9½	Hoorn's Hook.
William Haldron	1	0	1:17½	
John Delavall	2	66	30: 3	J. P., Nos. 14 to 22 @ 6 2-3m; V. K. H., 21, 22.
William Cox	1	0	1:17½	Hoorn's Hook.
William Holmes	1	0	1:17½	Hoorn's Hook.
Isaac Deschamps	1	0	1:17½	Hoorn's Hook.

In the foregoing the initials "J. P.," "V. K. H.," "M. F.," and "N. L.," will be recognized as our old subdivisions of Jochem Pieter's lots, Van Keulen's Hook, Montagne's Flat and the New Lots above Jochem Pieter's. Spuyten Duyvil land is referred to under the initials "S. D." Thus it will be seen that the general subdivisions which occurred previous to the time now under consideration practically included all the land mentioned in the summary of the early grants in Chapter I.

Two more subdivisions must be noticed,—those of 1691 and 1712.

The first, following four years after the Dongan patent, was under the supervision of Brevoort, Samuel Waldron, Adolph Meyer and Pieter van Oblinus, these men having been duly authorized by the freeholders at a mass meeting "to consider and devise such measures as shall be most proper for the benefit and best interests of the town and inhabitants thereof."

The patentees now decided to divide all "tillable lands," "whereof each inhabitant of this town shall draw a part as his property, every one according to his estate or proportion."

A word of repetition, by way of reminder, will recall to the reader the peculiar way in which Harlem's land affairs were managed. In the last table 28 erven were scheduled. To the ordinary observer these were only the little square plots of ground where the farmer had his house and barn. To the Harlemiter this erf meant a right to draw land whenever subdivisions were to be made.

Of the undivided lands, however, only a portion could be drawn by the holders of erven, the larger part being drawn by the holders of the morgen, or 2 acres of farm land.

In this particular case it was decided that each man should draw "according to his right or apportionment, for the erven or third part; and then the rest shall be drawn according to the number of morgen."

Jochem Pieter's Hills, "from the end of the old lots to the hill, and so again to the Clove of the Kill, behind the high hill in the hills," was unquestionably the best of the land now to be divided, although several other plots and minor locations were to be included in the partition by lot. All were interested in the division, because they stood equal chances of drawing some of the fine bottom land. One restriction, however, was wisely put upon the contestants: they must see "that a good and sufficient King's or high way¹ be left around the fencing of the same."

This precaution preserved to our forefathers the main road² until early in the last century,³ when City Surveyor Randall laid out the present streets and avenues throughout the Island. Gradually the streets were opened according to this survey. Then, simultaneously with the opening of a city block on all four sides, former roads were closed and old-time landmarks disappeared.

At this same meeting of the Town of New Harlem it was resolved to lay out the land between Fort Lee Ferry and 165th Street. It was also "resolved to lay out a parcel of land at the southerly end of the Long Hill, so much as shall be found good, tillable land."

Also, the Town decided "to lay out a parcel of land at Spuyten Duyvil, between the high hills by the Round Meadow, on the other side of the swamp so much as shall be found fit for

1. Harlem Records.
2. Kingsbridge Road.
3. 1808.

Peter Minnik Directeur

Wun Swiller

A Colvree

Jacob Leister

Brouffletcher

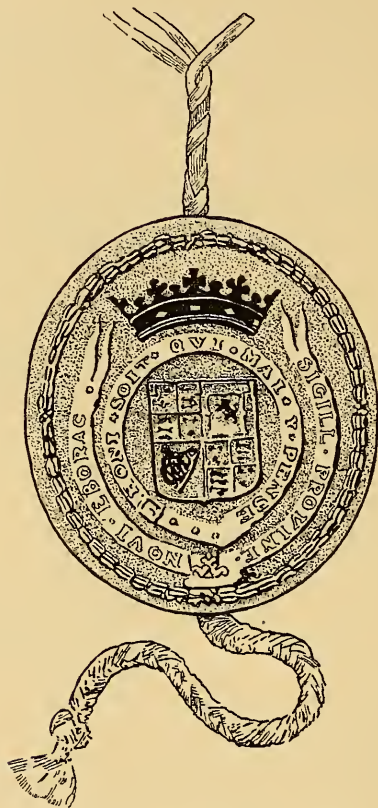
Lovelace

Ro Hunter

Rij van dam

Ellington

tillage; on condition that there remain a good and sufficient King's way where shall be found best and most convenient." This refers to a triangle of land above Dyckman Street, between 205th and 215th Streets, extending up to Spuyten Duyvil Creek.



THE DONGAN CHARTER SEAL.

In estimating the Jochem Pieter lots, it was determined that one morgen upon the hills should "count for two morgen upon any of the other parcels that shall be laid out." Also that the hills should "be fenced off from the corner of the land behind the steep hill to the meadow of Daniel Tourneur, at Montagne's Kill, for a sheep pasture,—those having fences within this stretch to keep the same tight and in order,—with a draw-rail at the road; and that a bridge be made there, beyond the stone bridge, or thereabouts."

With the aid of a surveyor the "Authorized Men" accordingly made up the following schedule:

THE DIVISION OF 1691.

LOT NUMBERS.	BY WHOM DRAWN.	ERF RIGHTS.	MORGEN RIGHTS.	NO. OF MORGEN DRAWN.	LOCATION OF THE LAND.
1	Thomas Tourneur	2	9	7 1-2	Behind the old J P. Lots.
2	Dan'l Tourneur, Jr., dec....	1	18	7 1-2	do.
3	Johannes Waldron	1	16	7 1-4	do.
4	Adolph Meyer	1	24	9 1-4	do.
5	Johannes Vermilye	1	1½	6	do.
6	Jan H. Brevoort	1	16	14	do.
7	Jacques Tourneur	1	9	10	do.
8	Arent H. Bussing	1	13	12 1-6	do.
9	Thos. Delavall, dec.....	0	60	33 1-3	do.
10	Metje Cornelis	1	31	20 1-2	do.
11	Isaac Delamater	1	6	8 1-3	do.
12	Barent Waldron	1	20	12	do.
13	Jan Tibout	1	0	5	do.
14	Jan Dykeman	2	18	20	do.
15	Lawrence Jansen Low....	1	11	11	do.
16	William Holmes	1	0	5	do.
17	William Haldron, dec....	1	0	5	do.
18	Samuel Waldron	1	7½	9 1-2	do.
19	Joest van Oblinus	1	32	22 3-4	On the southern end of the Long Hill.
20	Pieter van Oblinus	1	9	10	By the Round Meadow.
21	Barent Waldron			4	North of his erf.
22	Metje Cornelius			1 ½	Nigh Montagne's Flat.
23	Abraham Delamontanie ...	1	0	5	Bet. Patent Line and King's Way.
24	Jan Dykeman	2	26	24 1-2	N. of the Round Meadow.
25	Jan Louwe Bogert	1	16	14	In the Bay of Hell Gate.
26	Jan Delamater	1	9	10	do.

This, says the Harlem Records, is a "list of the drawn Lands as they are measured out by the surveyor, A. Appel, by lot, pursuant to order from the whole Community and Authorized Men of this Town."

Every erf-right, according to the schedule, was allowed 10 acres of this allotment; every morgen-right received 333-600 of a morgen.

A few restrictions other than those named in the original vote to subdivide these lands being now thought necessary, the

freeholders met on December 11th, 1691, and determined that all new paths or roads should be laid out from the new lots above mentioned. But they renewed their promise to sustain the acts of the Authorized Men, and made other minor declarations in these words :

Whereas on this day have assembled the community of New Harlem, and having from among themselves chosen and authorized Adolph Meyer, John Hendricks van Brevoort, Peter van Oblenis, and Samuel Waldron to lay out the available land, according to the surveyor's schedule hereunto annexed; So we the undersigned promise to hold inviolate that which the four persons before named have caused to be measured and set off to Matje Cornelis, John Louwe Bogert, John Delamater, Abraham Delamontaine, Barent Waldron, and John Dykeman.

Note A: All the lands that are unsuitable for tillage shall bear half costs. And all those who have drawn the land behind the old land of Jochem Pieter's shall be obligated to leave a convenient road for the town's use.

The erven that have been drawn shall be required to contribute to town expenses.

The path or road shall be taken from the newly drawn land.

All this we have subscribed with our hands.

ADOLPH MEYER,
 PIETER VAN OBLENIS,
 JOOST VAN OBLENIS,
 JAN LOUWE BOGERT,
 ARENT HARMANSE BUSSING,
 METJE CORNELIS,
 BARENT WALDRON,
 ISAAC DELAMATER,
 JAN TIBOUT,
 JAN HENDRICKS VAN BREVOORT,
 SAMUEL WALDRON,
 JOHANNES WALDRON.
 JAN DELAMATER,
 JAN DYKEMAN,
 JOHANNES VERMILYE,
 LAWRENCE JANSEN LOW,
 ABRAHAM DELAMONTANIE.
 JAN TIBOUT, Clerk.

It was eight or nine years, however, before this confirmation of the acts of the Authorized Men was acted upon and the title deeds passed to the land. Meanwhile an

important step in the advance of the Harlem church had been taken,—Harlem having presented to the consistory the land on which the church then stood, on First Avenue, near 125th Street, and also the Church Lot at the end of the Gardens.

As in many other similar instances, the deeds conveying this property cannot be found, but notice of the deed is fortunately preserved by this note in Jan Tibout's handwriting: "At a meeting held Nov. 2, 1699, all the residents or proprietors of the town made a conveyance of the church to the Reverend Consistory, upon condition that the proprietors who have helped build the church shall continue to hold their seats." Thus the consistory have continued to hold that part of the Church Farm where the church now stands down to the present day. The remainder it has disposed of.

About a month after this action the freeholders determined to issue deeds for the allotment of 1691. On December 14th, therefore, Arent Harmanse Bussing, Adolph Meyer and Samuel Waldron were chosen attorneys in fact to issue deeds for the property. They met on December 18th, four days after their appointment, approved of the acts of the surveyor, and then, as was customary, waited fourteen days in order that objections to this final step might be filed. No one arose to gainsay the transaction, however, and then every member of the Corporation was asked to sign the usual paper promising to pay his or her proportion of the town charges, and agreeing to a pro rata distribution of the common lands. Bastien Kortright, too, was now given a deed to the piece of land which he had purchased from Johannes Vermilye, April 1, 1693, at Kingsbridge.

Harlem was always thus definite in asserting her inalienable right to control the issue of land titles.

Five months after the authorization, the attorneys who had the matter in hand delivered the deeds to those who had drawn land in the division of 1691.

There were, however, still other lands belonging to Harlem which were undivided, and again the town met (in May, 1711) pursuant to an act passed by the Governor, Council and General Assembly, entitled: "An Act for the easier Partition of Lands in Joint Tenancy, or in Common." This act of the Legislature required:

First: A three months' notice before the division.

Second: A good and sufficient survey of the property, "either by a sworn surveyor, or any three neighbors, men of intelligence and integrity, to be chosen by the dividers."

Third: The lots to be laid out as nearly equal as possible.

Fourth: They were to be numbered, and drawn for by these numbers, so as to give each freeholder a fair chance in the drawing.

Fifth: The drawing of lots was to be made in the presence of at least three disinterested persons to be named by the dividers, and they were to be paid five shillings a day "for their trouble had in making the said division."

Sixth: The drawing was not to cost the Town anything.

Seventh: This was to be accomplished by setting aside, before the drawing, enough land to defray all expenses of the division.

Eighth: The land thus set aside for expenses could be sold by a majority of the patentees, their heirs, successors or assigns, whose conveyance thereof should be good and effectual in the law.

A Justice's warrant was then issued on May 9th, 1711, directed to Gerrit Dyckman, Constable of Harlem, authorizing a meeting of the inhabitants and freeholders; and again attorneys were appointed to act for the body. These were to name a surveyor, choose disinterested witnesses of the proceedings, etc., in keeping with the act just named. Details of this subdivision follow:

First Division, 1712.

Lot No.	By Whom Drawn.	ERF RIGHTS.	MORGEN RIGHTS.	LAND DUE.		
				A.	Q.	R.
1	John Waldron	1	22	16	1	8
2	Sampson Benson	2	18	17	1	12
3	John Nagel	2	28	23	0	32
4	John Kiersen	1	0	3	1	20
5	Metje Cornelis	2	31	24	3	34
6	Barent Waldron	1	22	16	1	8
7	Samuel Waldron	3	16½	19	3	11
8	Thomas Delavall	2	60	42	0	0
9	John van Oblenis	1	0	3	1	20
10	Isaac Delamater	1	6	6	3	24
11	Arent H. Bussing	1	21	15	2	34
12	John Benson	1	16	12	3	4
13	Jacques Tourneur	1	9	8	2	26
14	Marcus Tiebaut	½	3	3	1	32
15	Maria Meyer	2	28	23	0	32
16	Zacharias Sickels	1	12	10	1	28
17	Abraham Delamontanie	1	0	3	1	20
18	Lawrence Jansen Low	1	11	9	3	14
19	Charles Congreve	1	6	6	3	24
20	Aeltie Vermilye	1	1½	4	1	1
21	John Dykeman	1	16	12	3	4



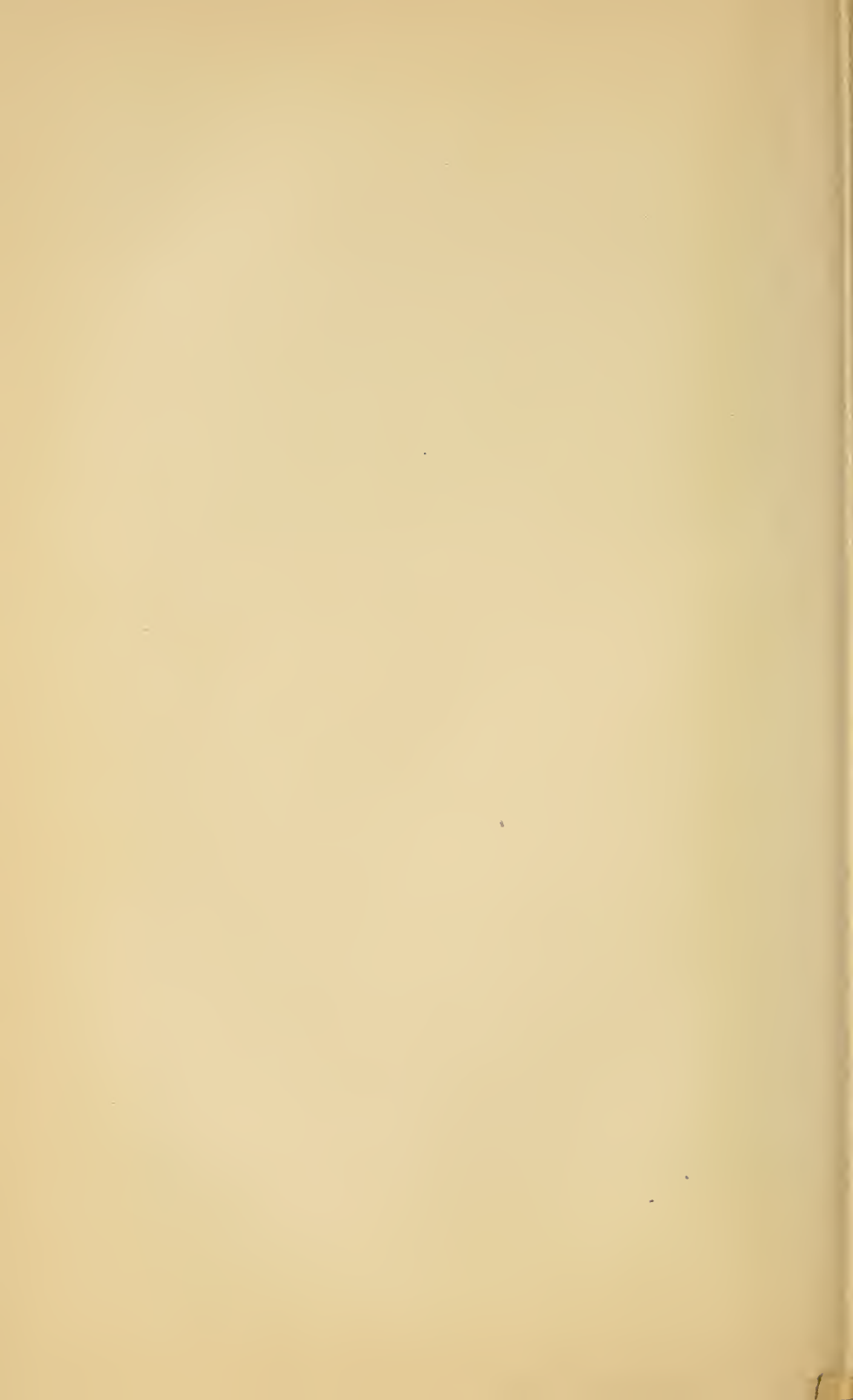
THE HAMILTON TREES.

ONLY SEVEN CHARRED STUMPS NOW REMAIN OF THE HISTORIC THIRTEEN GUM TREES PLANTED ON HIS SPACIOUS HARLEM GROUNDS BY ALEXANDER HAMILTON, IN HONOR OF THE THIRTEEN ORIGINAL STATES OF THE UNION.



HAMILTON GRANGE.

THIS INTERESTING RELIC OF NEW HARLEM'S REVOLUTIONARY DAYS WAS BUILT BY ALEXANDER HAMILTON, ON THE HEIGHTS AT 142D STREET. IT COMMANDED A SWEEPING VIEW OF BOTH HUDSON AND HARLEM RIVERS, AND WAS CONSIDERED ONE OF THE FINEST COUNTRY MANOR-HOUSES IN HARLEM. IT WAS THE YOUNG STATESMAN'S DAILY CUSTOM TO DRIVE IN HIS COACH AND FOUR TO HIS NASSAU STREET OFFICE, AND FROM THESE STEPS HE DESCENDED ON THE MORNING OF HIS FATAL DUEL, WITH BURR.



Second Division, 1712.

Lot No.	By Whom Drawn.	ERF RIGHTS.	MORGEN RIGHTS.	LAND DUE.		
				A.	Q.	R.
1	Metje Cornelis	2	31	43	2	13
2	Samuel Waldron	4	16½	49	3	9
3	John Kiersen	1	0	6	0	0
4	Lawrence Jansen Low	1	11	17	0	33
5	Barent Waldron	1	22	28	1	26
6	Aeltie Vermilye	1	1½	7	2	4
7	Charles Congreve	1	6	12	0	18
8	John Benson	1	16	22	1	8
9	John Nagel	2	28	40	2	4
10	Maria Meyer	2	28	40	2	4
11	John van Olenis	1	0	6	0	0
12	Zacharias Sickles	1	12	18	0	36
13	John Waldron	1	22	28	1	26
14	Jacques Tourneur	1	9	15	0	27
15	Marcus Tiebaut	½	3	6	0	9
16	Thomas Delavall	2	60	73	0	20
17	John Dykeman	1	16	22	1	8
18	Samson Benson	2	18	30	1	14
19	Isaac Delamater	1	6	12	0	18
20	Arent H. Bussing	1	21	27	1	23

Third Division, 1712.

Lot No.	By Whom Drawn.	ERF RIGHTS.	MORGEN RIGHTS.	LAND DUE.		
				A.	Q.	R.
1	John Waldron	1	22	7	1	14
2	Jacques Tourneur	1	9	3	3	28
3	Aeltie Vermilye	1	1½	1	3	33
4	Samson Benson	2	18	7	3	16
5	Lawrence Jansen Low	1	11	4	1	32
6	Samuel Waldron	4	16½	10	2	13
7	Barent Waldron	1	22	7	1	14
8	John Kiersen	2	12	6	1	4
9	Marcus Tiebaut	1½	3	3	0	21
10	John Dykeman	1	16	5	3	2
11	Charles Congreve	1	6	3	0	22
12	John Nagel	2	28	10	1	36
13	Arent Bussing	1	21	7	0	12
14	Isaac Delamater	1	6	3	0	22
15	Thomas Delavall	2	60	18	3	20
16	Maria Meyer	2	28	10	1	36
17	Metje Cornelis	2	31	11	1	2
18	John Benson	1	16	5	3	2

Fourth Division, 1712.

Lot No.	By WHOM DRAWN.	ERF RIGHTS.	MORGEN RIGHTS.	LAND DUE.		
				A.	Q.	R.
1	Samson Benson	2	18	13	1	36
2	Lourens Cornelisse	2	31	19	1	12
3	Barent Waldron	1	22	12	2	14
4	John Dykeman	1	16	9	3	22
5	Jacques Tournour	1	9	6	2	38
6	John Waldron	1	22	12	2	14
7	John Kiersen	2	12	10	3	4
8	Arent Bussing	1	21	12	0	22
9	Thomas Delavall	2	60	32	1	20
10	John Nagel	2	28	17	3	36
11	Lawrence Jansen Low	1	11	7	2	22
12	Samuel Waldron	4	16½	18	0	28
13	Marcus Tiebaut	1½	3	5	1	21
14	Maria Meyer	2	28	17	3	36
15	Aeltie Vermilye	1	1½	3	1	18
16	Charles Congreve	1	6	5	1	22
17	Isaac Delamater	1	6	5	1	22
18	John Benson	1	16	9	3	22

Attached to the lists of these divisions was the certification of the disinterested witnesses, which reads:

We, whose names are here underwritten, elected, nominated and appointed by the freeholders or inhabitants of New Harlem, to see that a just and equal division be made of their undivided Lands, Do by these presents Certify that there is a just and equal division made according to the proportions of right of every house-lot and every morgen right, as it is here above expressed; as witness our hands this twentieth day of June, Anno Dom. 1712.

JOHN LAWRENCE,
CORNELIS LUYSTER,
E. BLAGGE.

"Taken in connection with the lists previously given," says Riker (page 449), speaking of these Town records, "they present a full and consecutive statement in regard to the original and early ownership, situation, quantity, etc., of the Harlem Lands, such as in all probability can be shown of no other territory of equal extent, and undergoing like subdivision. Will someone, keeping to the record, do as much for the lower section of Manhattan Island?"

With the exception of a record of a town meeting held in

March of this year, at which it was determined to lay out some new roads, Harlem's history has long remained a blank,—a mystery whose solution has only now been effected.

During this "night without a star" only one of her official acts has been preserved to the public, viz.: the sale of part of her commons to Dudley Seldon in the early part of the last century.

On the map of Harlem will be seen the 290-acre triangle thus sold for the sum of \$25,500, marked "Harlem Commons." From the proceeds of this sale, conducted by Authorized Men similar to the divisions just noted, the Harlem library was to receive \$3,000, the Hamilton school \$3,500, "another school" \$4,000, and \$4,500 to a "third and fourth school." (See Appendix E).

From now on, people who were interested in Harlem, or desired to trace titles for themselves or for clients, not only found their work hindered by the peculiar manner in which these lands had been allotted, traded, sold, bequeathed, resurveyed, etc., but were also met by a new obstacle,—they could not get at the records without immense difficulty. Embarrassing questions were asked. Why did they wish to trace the titles?

One citizen, Charles F. Grim, more bold than the rest, tried to break down the barrier, which, although no one could specifically analyze it, was, nevertheless, powerful enough to deter those not on the "inside" from getting at the titles to Harlem's property.

Grim, as will be seen later, was then forbidden the records. His case was only typical of the experience of others who tried to reach the documents. Finally, rumor had it that the Harlem Records had been stolen. Here the narrative pauses. The story of New Harlem has been told to the point where "the old order changes." But there is another story, and it is the story of New Harlem, for it is the story by which the reader is to learn that New Harlem still exists.

CHAPTER X.

A REVIEW OF THE PRINCIPLES OF LAW INVOLVED IN THE RECOVERY OF THE HARLEM LANDS.

THE foregoing pages contain a narrative of the settlement of the Town of New Harlem and of the growth of the Town during the period covered by all authentic records now accessible. The following review has been written in the hope that an outline of the facts and principles of law involved in the recovery of the Harlem lands,—undertaken by Mr. Henry Pennington Toler on behalf of the descendants of the original Harlem Patentees,—may serve to answer the numerous questions propounded daily, and to anticipate future enquiries on the same subject.

These pages contain no attempt to pass judgment upon any of the facts or principles of law involved. Their purpose is simply to indicate the nature of the questions, both of law and of fact, that will necessarily be presented for the decision of the courts in the proceedings to recover the Harlem rights and properties.

The Town of New Harlem was created a corporation by those certain grants and charters issued by the King of England between 1665 and 1687. The effort here is to set forth the legal principles affecting the creation of the Town and governing its existence to the present time; to discuss the status of the present members of the Town, as descendants of the original patentees and trustees under the trust created by the charters. The fact that the Statute of Limitations does not apply to the corporate ownership of the New Harlem Lands is considered at some length. There is a short account of former efforts to recover these lands, with a statement as to why they failed and why the present plan should succeed; also a consideration of the Town ownership of the undivided common lands, the waterfront and beds of the creeks or arms of the sea.

THE TITLE TO MANHATTAN ISLAND.

The English possessions in America were not claimed by right of conquest, but of discovery, and were held by the King,



A BIRDSEYE VIEW OF MANHATTAN ISLAND.

SHOWING THE CELEBRATED HARLEM LINE ESTABLISHED BY THE HARLEM GRANTS AND CHARTERS, AND RATIFIED BY LEGISLATIVE ACTS OF 1772 TO 1824. THE TOWN LANDS ABOVE THE LINE CLAIMED BY 40,000 HEIRS.



as the representative of the nation for whose benefit the discovery was made.

England claimed to have discovered Manhattan Island before Holland,—England in 1498, Holland in 1623. Holland claimed title to the island not only by right of discovery in 1623, but by immediately following actual occupancy, and further, by purchase of the whole island from the Indians through Governor Minuit for the sum of \$24.00. Holland, therefore, claimed to have a better title than England, whose “discovery” was not followed by occupancy and whose title had not been acquired from the Indians.

England, from time to time after occupation by the Dutch, gave notice of her claim to Holland through the States General at the Hague, and through the Governor at Manhattan Island. No attention being paid to her demands by Holland, England, in 1664, took forcible possession of the fort at the lower end of the island (The Battery). This act alone might have been considered as vesting the title in England by *conquest*, but for the fact that at that time peace existed between England and Holland; England, claiming, in extenuation of her act, the right to take forcible possession of what was already her own property. . . . By the surrender of the Dutch at this time (1664) and by the Treaty of Westminster in 1674, Holland conveyed to England all her rights to Manhattan Island, and thus confirmed and perfected England’s title.

HARLEM PATENTS ISSUED.

In 1666, two years after Nicolls took possession of the island in behalf of England, the English King, Charles II., issued to his brother, the Duke of York, a patent conveying, with other lands, the Island of Manhattan (Appendix A). The Duke of York, through his deputy, Governor Nicolls (Appendix B), thereupon issued the first patent to the Freeholders and Inhabitants of the Town of Harlem, (alias Lancaster) upon the Island of Manhattan, in the month of May, 1666, (p. 28). On October 11th, 1667, the second Nicolls patent was issued (by the same authority,—the Duke of York) ratifying and confirming the first; containing a more accurate description of the Town Lands and providing for the restoration of the name “New Harlem” (p. 41).

After issuing the two Nicolls patents, the Duke of York became King James II. of England, and, in the exercise of his sovereign right, issued the third Harlem patent, through Governor Thomas Dongan, in 1686, confirming the Nicolls patents, and in-

stead of referring to unnamed associates, as Governor Nicolls had done in the previous grants, named all the Freeholders and Inhabitants of Harlem at that date as grantees and members of the corporation of the "Town of New Harlem" (p. 120).

A FLAW IN THE TITLE.

The circumstance of the recapture of Manhattan Island by Holland, and its subsequent cession to England by the Treaty of Peace of 1674 at Westminster, gave rise to a knotty legal problem, the cause of much discussion by the English Bar.

As stated above, Manhattan Island, being vested in the King of England by right of discovery, became the property of the Duke of York by Royal grant of March 12th, 1664, (Appendix A). Holland declaring war against England in 1673, recaptured the island in the month of August of that year and reoccupied it until the succeeding November. By the Treaty of Westminster above referred to, Holland ceded to England all her right to the island, thus again vesting the title directly in the English King.

The question agitating the legal fraternity was, did the Duke of York lose title to the island by reason of its conquest by Holland and its subsequent cession to the King of England by treaty, or were all vested rights left undisturbed by the surrender of 1664. Eminent lawyers argued both sides of the question, until King Charles, to settle all doubts on the subject, issued his second confirmatory grant to the Duke of York (Appendix D).

HARLEM PATENTS COMPARED.

The Dongan and the two preceding Nicolls patents, commonly known as the "Harlem Patents," contain many interesting features.

The description of the lands conveyed differs little in all three patents, each providing for the transfer to the "Town of New Harlem" of all lands on Manhattan Island north and east of a line running from 74th Street and the East River to 129th Street and the Hudson River, in the City of New York, (see map Appendix) in the words following:

That from the west side of the fence of said town, a line be run due west four hundred English poles, without variation of the compasse, at the end whereof another line being drawn to run north and south, with the variation, that is to say, north to the very end of a certain piece of meadow ground, commonly called the round meadow, near or adjoining to Hudson's River, and south to the Saw Mills, over against Hog

Island, commonly called Ferkin's Island, it shall be the west bounds of their lands, and all the lands lying and being within said line so drawn north and south as aforesaid, eastward to the town and Harlem River, as also to the North and East Rivers shall belong to the Town, together with all the soils, creeks, quarries, woods, meadows, pastures, marshes, waters, fishings, huntings and fowlings, and all other profits, commodities, emoluments and hereditaments to the said land and premises within the said line belonging, or in anywise appertaining, with their and every of their appurtenances.

THE FIRST NICOLLS PATENT.

The first patent, issued in 1666 (p. 28), clearly proves that the "Town of New Harlem" was in existence prior to that time. The caption reads: "A patent granted unto the Freeholders and Inhabitants of Harlem, alias Lancaster, upon the Island of Manhattan," and the preamble sets forth the following: "Whereas there is a certain town or village commonly called and known by the name of New Harlem. . . . I have thought fit to ratify, confirm and grant, and by these presents do ratify, confirm and grant unto the said Freeholders and Inhabitants, their heirs, successors and assigns, and to each and every of them, their particular lots and estates in the said town or any part thereof, and I do likewise confirm and grant unto the Freeholders and Inhabitants in general, their heirs, successors and assigns, the privileges of a town, but immediately depending on this city as being within the liberties thereof. Moreover, for the better ascertaining of the limits of the lands to the said town belonging, the extent of their bounds shall be as follows, viz.:"

It is evident from the above that Governor Nicolls recognized the existence of the town before the grant, and as no known charter relating to Harlem village had been issued up to that time, the town undoubtedly owed its existence to some prescriptive right, probably to be found in the ordinance passed by the Director General and Council of New Netherlands the 4th of March, 1658, (p. 14).

This first patent, in some respects, was objectionable to the Harlemites. The meadow-lands across the Harlem had been omitted in the description of the lands conveyed, and by the patent Governor Nicolls sought to change the name of the village from "New Harlem" to "Lancaster," the clause reading: "The Freeholders and Inhabitants of the said town are to observe and keep the terms and conditions hereafter expressed, that is

to say, that from and after the date of these presents, the said town shall no longer be called New Harlem, but shall be known and called by the name of Lancaster. And in all deeds, bargains and sales, records or writings, shall be so deemed, observed and written."

This change of name was a feature most offensive to the inhabitants, and was never used by them, the name "Lancaster" not appearing in any of the village records.

The words of the patent, "the privileges of a Town," comprehended the existence of the village as a corporate body. A condition deemed to be fatal, however, to the best interests of the town was imposed by the succeeding words: "But immediately depending on this city (New York) as being within the liberties thereof:" the Harlemites then and thereafter invariably opposing all attempts to make the town dependent upon the City of New York. The *habendum* and *tenendum* follow:

"To have and to hold all and singular the said lands, hereditaments and premises, with their and every of their appurtenances, and of every part and parcel thereof to the said freeholders and inhabitants, their heirs, successors and assigns, to the *proper use and behoof* of the said freeholders and inhabitants, their heirs, successors and assigns forever."

This grant was made to the freeholders and inhabitants as a body of men associated together,—a community, a corporation,—and to its legal successors. The patent under the English law constituted the grantees a corporation. The unappropriated, undivided, unallotted or common lands, by this charter became vested in this corporation, the patent conveying the lands to the proper "*use and behoof* of the freeholders and inhabitants, their heirs, successors and assigns forever," as members of the Town of New Harlem (alias Lancaster).

NEW HARLEM A CORPORATION—MAY ALIENATE REAL ESTATE.

To enable it to answer the purposes of its creation, every corporation aggregate has, incidentally, at common law, a right to take, hold and transmit in succession, property, real and personal, to an unlimited extent and amount.¹

Accordingly, as the incident supposes the principle, it has been held that a grant of land from the sovereign authority to the inhabitants of a town, county, or hundred, rendering rent, would create them a corporation for that single intent, or confer

1. Angell & Ames on Corp., 11th Ed., p. 120. Littleton 49, 112, 114. Co. Lit. 44 a, 300 b. 1 Sid. 161 w. 1 Ky. Corp. 76, 78, 104. 2 Kent Com. 227. 1 Bl. Com. 478. 3 Jones Eq., 126.

upon them a capacity to take and hold the lands in a corporate character, without saying "to them and their successors."¹

And where it was evident, from the different clauses of several local acts of parliament, that conservators of a river navigation were to take and transmit lands by succession, although they were not created a corporation by express words, they were considered from the possession of this incident to be incorporated by implication; so that they were entitled to sue, in their corporate name, for an injury done to their real estate, and in that character to receive their tolls.

There are many instances of grants by charter to the inhabitants of a town "that their town shall be a free borough," and that they shall enjoy various privileges and exceptions without any direct clause of incorporation; and yet by virtue of such charters such towns have been uniformly considered as incorporated.²

If the King grants lands to the inhabitants of B, their heirs and successors, rendering a rent for anything touching their lands, —this is a corporation, though not to other purposes. But if the King grants lands to the inhabitants of B, and no rent be reserved to the King, the grant is void.³

To constitute a de facto corporation there must be either a charter or a law authorizing the creation of such a corporation, with an attempt in good faith to comply with its terms, and a user or attempt to exercise corporate powers thereunder.

In substantiation of the fact that the Harlem grants created a corporation, the following references, selected at random from the mass of decisions on the subject, will be found both pertinent and explanatory:

Century Dig., Vol. 12, p. 111, sec. 70.

Tone Conservators v. Ash., 10 B. & C. 349.

Bridgewater Canal Co. v. Bluett, id. 393.

Denton v. Jackson (or Hempstead, Town of), 2 Johnson Cy., R. P. 324-327.

The Mayor, etc., v. Hart, 16 Hun., p. 361, and same case, 95 N. Y., p. 450.

Atkinson v. Bowman, Gen. T., 2d Dist. N. Y. State Rep., Vol. 5, p. 456.

Rogers v. Jones, 1 Wend., 238.

Breen v. Locke, N. Y. S. R., Vol. 11, p. 238.

Thomas v. Dakin, 22 Wend., 94-5.

1. Dyer, 100 a, pl. 70, cited as good law by Lord Kenyon, 2 T. R. 672. 2 Kent Com. 225. North Hempstead v. Hempstead, 2 Wend., 109. Stebbins v. Jenkins 10. Pick 188. Gospel v. Pawlett, 4 Pet., 480.

2. Vid. Firm. Burg., C. 11, and Madox Hist. of Exch. 402, the charter of Dunwinck and Kyds., 1 Vol., p. 63.

3. 2 Dar., 214. Lewis Blackstone, Vol. 1, p. 475.

- 2 Jac. Law Dict., 94 Corp. 1.
 Kent Com., 3d Ed.
 276 Angell & Ames Corp., 17-45.
 1 Kyd. on Corp., 29-32.
 Sutton's Hospital case, 10 Co. 23.
 Hemstead v. Hemstead, 2 Wend., 133-4-5.
 1 Kyd. Corp. 4, Dy. 109, p. 70 (To good men of
 Islington).
 Warner v. Burns, 23 Wend., 103.
 Curtis v. Levitt, 15 N. Y., 55.
 Acts of the Colonial Assembly and Council of 1772,
 1774 and 1775.
 2d Kent Com., 3d Ed., p. 276.

In spite of the attempted change of name and other grave objections, the patent was accepted and remained of record, Governor Nicolls on October 11, 1667 (p. 41), issuing:

THE SECOND NICOLLS PATENT.

This second grant contains a fuller description of the Town lands, including the meadows on the "Maine"; grants the lands to "Thomas Delavall, Esq., John Verveelen, Daniel Tourneur, Joost Oblinus and Resolved Waldron, as patentees for and in behalf of themselves and their associates, the freeholders and inhabitants of the said town, their heirs, successors and assigns;" provides for the retention of the town name of "New Harlem," and to the great gratification of the villagers, limited and defined the dependency of the "Town of New Harlem" upon the "City of New York" in the words following:

And I do hereby likewise ratify, confirm and grant unto the said patentees and their associates, their heirs, successors and assigns, all the rights and privileges belonging to a town within this government, with this proviso or exception: that in all matters of debt or trespass of or above the value of five pounds, they shall have relation to and dependence upon the courts of this city as the other towns have upon the several Courts of Sessions to which they do belong.

The second patent, issued by Governor Nicolls, was in no sense a new patent. As before stated, it explained, corrected, ratified and confirmed the first, made more definite and certain the quantity, limits and description of the lands granted, and restored the name of New Harlem to the town, in the place of Lancaster (p. 43).

This second and confirmatory patent of Governor Nicolls

added to the description of the first patent the words "Verken's or Hog Island, in the Sound or East River," and after the words "Harlem River" is added "or any part of the said river on which this island doth abut," and also . . . "doth and shall belong to the said town;" also "lots of meadow ground upon the main, marked with numbers 1, 2, 3 and 4, over against the spring . . . with a small island commonly called Stony Island, lying to the East of the Town and Harlem River, going through Bronk's Kill by the Little and Great Barnes Island, upon which there are four other lots of ground marked 1, 2, 3 and 4."

This second patent also asserts that the village or town of New Harlem is in the tenure or occupancy of several of the freeholders and inhabitants *settled there by authority*; that said town has a competent number of families capable to make a township (showing acceptance, user and occupancy, under first patent); that for confirmation to said freeholders and inhabitants in their possession and enjoyment of these premises, and for further improvement of said lands, it ratifies, confirms and grants the lands unto the patentees above mentioned.

The habendum and tenendum are to the patentees themselves and their associates and successors. Their associates evidently being persons who were, or afterward became, legally interested with them in the title to said lands, and their successors those who followed them as members of the corporate body, being such members by virtue of being heirs of the grantees and their then associates at the date of such patents. (See *Denton vs. Jackson* and the cases above cited.)

THE THIRD (DONGAN) PATENT.

The third and last "Harlem Patent," issued by "Thomas Dongan, Captain General, Governor in Chief and Vice-Admiral in and over the Province of New York and its dependencies thereon in America, under His Majesty James the Second, by the Grace of God of England, Scotland, France and Ireland, King, Defender of the Faith, etc.," conveys the lands to the following twenty-three "as patentees for and on the behalf of themselves the present freeholders and inhabitants of the said town of New Harlem, their heirs, successors and assigns forever."

Jan Delavall
 Resolved Waldron
 Joost van Oblinus (Oblenis)
 Daniel Tourneur

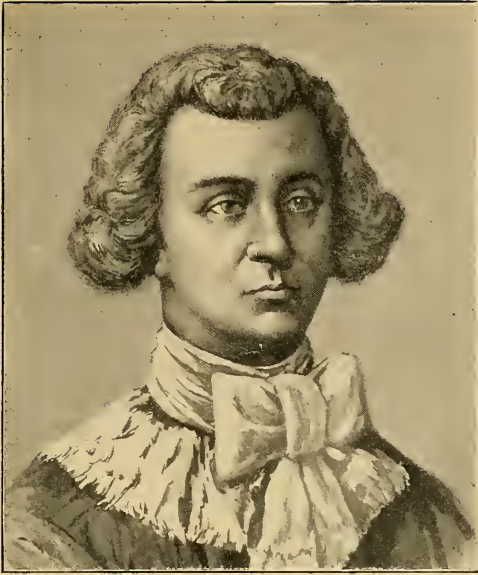
Adolph Meyer (Myer)
 John Spragge
 Jan Hendricks Brevoort
 Jan Delamater
 Isaac Delamater
 Barent Waldron
 Johannes Vermilje (Vermilye)
 Lawrence Jansen (Low)
 Peter van Oblinus (Oblenus)
 Jan Dykeman (Dyckman)
 Jan Nagel
 Arent Hermanse (Bussing)
 Cornelis Jansen (Kortright)
 Jacqueline Tourneur
 Hester Delamater
 Johannes Verveelen (Van Valen)
 William Haldron (Holdrum)
 Abraham Montanie (de la Montanye)
 Peter Parmentier

The Dongan patent of 1686 was a ratification and confirmation of the Nicolls patents, and added to the five grantees named in the second Nicolls patent the names of *all* their "associates," making twenty-three grantees in all, which number constituted *all the members* of the Corporation of the Town of New Harlem at that date.

Governor Dongan, in the description of the lands, adds the words "messuages, tenements, houses, buildings, barns, stables, orchards, gardens, pastures, mills, mill-dams, runs, streams, ponds, woods, underwoods, trees, timber, fencing, liberties and privileges."

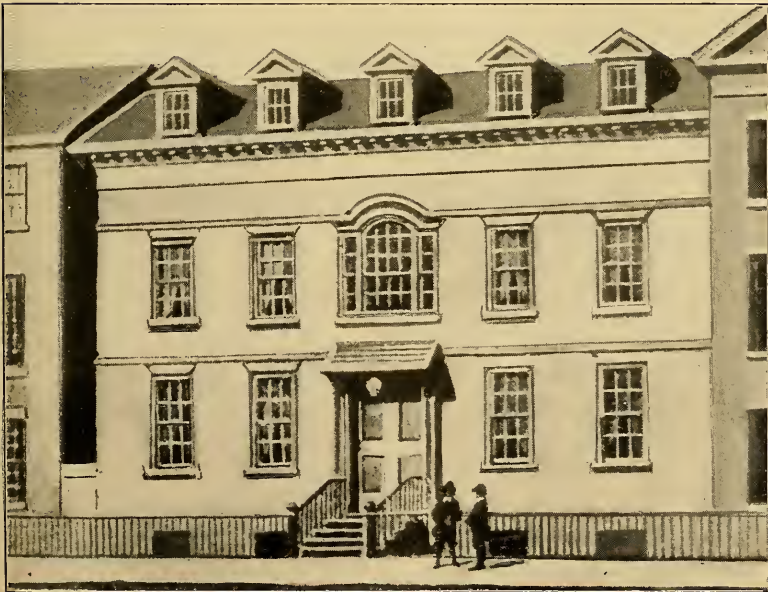
It will be noticed that the Dongan patent, after reciting fully and particularly the second Nicolls patent, sets forth that the "present inhabitants and freeholders of the Town of New Harlem aforesaid have made their application unto me for A MORE FULL AND AMPLE CONFIRMATION OF THEIR PREMISES TO THEM, THEIR HEIRS, SUCCESSORS AND ASSIGNS FOREVER IN THEIR QUIET AND PEACEFUL POSSESSION."

The patent, then, was avowedly for "a more full and ample confirmation of their premises to them, etc." The Governor, continuing, gives, ratifies and confirms, "all and singular the before recited tract and parcels of land and meadow, butted and bounded as in the said patent is mentioned and expressed, together with all and singular the messuages, tenements, houses, liberties, privileges, hereditaments and improvements whatsoever to the said tract of land and premises belonging, or in anywise appertaining



GOVERNOR DONGAN.

SUCCESSOR TO GOVERNOR ANDROS AND AUTHOR OF HARLEM'S THIRD PATENT.



DONGAN'S NEW YORK HOUSE.

or accepted, reputed, taken or known or used, occupied and enjoyed, as part, parcel or member thereof, with their and every of their appurtenances."

It would be difficult to conceive of a more full or ample ratification and confirmation of the second Nicolls patent than is to be found in the words of the Colonial Governor, above quoted. It will be further observed that the reiteration of the second Nicolls patent by Governor Dongan in his grant to the Harlemites, above mentioned, sets forth that, whereas Governor Nicolls had granted to the people of Harlem the "freedom of commonage for range and feed of cattle and horses, further west into the woods upon this island, as well without as within their bounds and limits set forth and expressed," and whereas Richard Nicolls provided in such grant that "no person whatsoever shall be suffered or permitted to erect any manner of house or building upon this island, within two miles of the limits and bounds aforementioned, without the consent and approbation of the major part of the inhabitants of the said town," which two provisions preceded the Dongan words of ratification and confirmation mentioned.

Bearing this fact in mind, attention is called to the words in the Dongan patent immediately following the ending of the ratification and confirmation clause mentioned, viz.: "Always provided that nothing contained therein shall be construed to prejudice the right of the City of New York, or any other particular right and saving to the said City of New York, and their successors forever; and also saving to every particular person, his heirs and assigns that have any right, interest or estate within the limits of the said Town of New Harlem, as well as without the limits of the said Town of Harlem, full power, liberty and privilege to build, cultivate and improve all such tracts and parcels of land as the said City of New York now have, or hereafter shall have within or without and adjacent to the limits of the Town of Harlem aforesaid, and also the commonage of the Town of Harlem aforesaid is to be confirmed within the limits abovesaid; and the right of commonage to extend no further, any grant or thing contained herein to the contrary in anywise notwithstanding."

It is more than probable that the City of New York considered that, under and by virtue of the ratification by Governor Dongan of the second Nicolls patent in its entirety, the after-clause above described, beginning with the words "always provided" was practically meaningless, and therefore induced Harlem to enter upon the settlement of the Harlem line through the ap-

pointment of commissioners by the Town and by the City of New York with the aid of the legislature, as more fully appears in the appendix of this work.

FREE AND COMMON SOCAGE.

The tenendum of the Dongan patent differs in form from that of the Nicolls patents, the latter being issued by authority of the Duke of York, and the former by the King himself. This tenendum carries with it a peculiar meaning, to be found in the following words: "To be holden of his most sacred Majesty, his heirs and successors in free and common socage, according to the tenure of East Greenwich in the County of Kent, in his Majesty's kingdom of England." The words mentioned would seem to indicate that the lands granted were to be held free from feudal burdens, or the old tenure by Knight service, under which tenure all land grants that came to the crown by the dissolution of the lesser monasteries in the reign of King Henry VIII. had to be granted. Prior to the conquest, Gavel kind tenure held sway in England. The definition of the word Gavel kind reads:

A tenure of lands now peculiar to Kent and a few other counties in England, whereby the tenant at fifteen can sell and convey or devise the land by will, the estate can not escheat, and on an intestacy the lands descend to all the sons in common.¹

Coke derived Gavel kind from "Gave all kinde."

In the United States every estate in fee simple is held as absolutely and unconditionally as is compatible with the State's right of eminent domain. Many grants of land made by the British government prior to the Revolution created socage tenure, subsequently abolished or modified by the legislatures of the different States. In New York there was supposed to have been some species of military tenure introduced by the Dutch previous to their surrender to the English in 1664, but the legislature of that State, in 1787, turned them all into a tenure in free and common socage, and, finally, in 1830, abolished this latter tenure entirely and declared that all lands in that State should thenceforth be held upon a uniform allodial tenure (See Parliamentary Reports, 1870, on tenures in countries of Europe, 2 Vol. Bouvier's Law Dict.).

GRANTS IN GENERAL.

A grant of land has been defined as a public law standing on

1. Standard Dictionary.

the statute books of the State, and is notice to every subsequent purchaser under any conflicting sale made afterwards.¹

A patent is conclusive against all whose rights commence subsequent to its date.² It conveys the legal title and leaves the equities open.³ A patent of land is the highest evidence of title, and is conclusive as against the government and all claiming under junior patents or title until set aside or annulled, unless it is absolutely void on its face.⁴

THE TOWN OF NEW HARLEM IN 1666.

From the foregoing, assuming the incorporation of the Town of New Harlem to be proven, a corporation then existed under Royal grant, in 1666 to 1686; and if Mr. Henry Pennington Toler, representing the descendants of the patentees, as members of the town corporation, is to succeed in his undertaking to recover the "Harlem Lands," the same Town of New Harlem must be proved to exist to-day. The Town of New Harlem was created an aggregate corporation, a body defined by Mr. Justice Story to be:

An aggregate corporation at common law is a collection of individuals united into one collective body, under a special name, and possessing certain immunities, privileges and capacities, in its collective character, which do not belong to the natural persons composing it. Among other things, it possesses the capacity of perpetual succession and of acting by the collective vote or will of its collective members, and of suing and being sued in all things touching its corporate rights and duties. It is, in short, an artificial person, existing in contemplation of law, and endowed with certain powers and franchises which, though they must be exercised through the medium of its natural members, are yet considered as subsisting in the corporation itself as distinctly as if it were a real personage. Hence, such a corporation may sue and be sued by its own members, and may contract with them in the same manner as with any strangers. A great variety of these corporations exist in every country governed by the common law; in some of which the corporate existence is perpetuated by new elections, made from time to time; and in others, by continual accession of new members, without any corporate act.

1. 2 U. S. App. 581.

2. 7 Wheat., 212.

3. 15 Peters, 93.

4. 2 Wall, 525; 13 id., 72; id. 92; 19 id., 646; 23 How., 235; 104 U. S., 636.

THE GRANT ACCEPTED BY THE PATENTEES.

As the same presumptions are raised in favor of a corporation as of a natural person, its assent to, and acceptance of grants and deeds beneficial to it, may be applied as in case of an individual. "Suppose," says Mr. Justice Story, in his very full and learned opinion in the case of *Bank of the United States vs. Dandridge*,¹ "a deed poll, granting land to a corporation; can it be necessary to show that there was an acceptance by the corporation by an assent under seal, if it be a corporation, at the common law; or by a written vote, if the corporation may signify its assent in that manner? Why may not its occupation and improvement, and the demise of the land by its agents, be justly admitted by implication to establish the fact in favor and for the benefit of the corporation? Why should the omission to record the assent, if actually given, deprive the corporation of the property which is gained in virtue of such actual assent? The validity of such a grant depends upon the acceptance, not upon the mode by which it is proved. It is no implied condition, that the corporation shall perpetuate the evidence of its assent in a particular way."²

From the statutes of New York State, history, and from deeds and other evidences, it is apparent that the Town, immediately after its incorporation, entered upon the enjoyment of its lands, properties, privileges and rights, and may be said to have continued in active life until about seventy years ago, or as late as 1830 to 1835, being recognized as a town by acts of the New York legislature passed as late as 1823, and by deeds made and recorded, under and by virtue of said acts, between 1824 and 1835.³

THE TOWN OF NEW HARLEM IN 1903.

Mr. Webster, in his famous argument in the Dartmouth College case, denied in most characteristic language the right of a legislature to take away vested rights:

It is not too much to assert that the legislature of New Hampshire would not have been competent to pass the acts in question (acts altering the charter) and to make them binding upon the plaintiffs without their assent, even if there had been, in the Constitution of New Hampshire, or of the United States, no special restriction on their power; because these acts are not the exercise of a power properly legislative. Their object and

1. 12 Wheat. 64.

2. Angell & Ames, 11th Ed., p. 150.

3. Ch. CXV laws 1820; ch. LXXXVII laws 1823, Appendix E.

effect is to take away from one rights, property and franchises, and to grant them to another. This is not the exercise of a legislative power. To justify the taking away of vested rights there must be a forfeiture; to adjudge upon and declare which is the proper province of the judiciary. Attainder and confiscation are acts of sovereign power, not acts of legislation.

The argument clearly defines the extent of the legislative power:

The legislature of New Hampshire has the same power over this charter, which belongs to the king who granted it, and no more. By the law of England, the power to create corporations is part of the Royal prerogative. By the Revolution, this power may be considered as having devolved upon the legislature of the State, and it has accordingly been exercised by the legislature. But the king can not abolish a corporation, or new model it, or alter its powers, without its assent. This is the acknowledged and well known doctrine of common law.

. . . CORPORATE FRANCHISES CAN ONLY BE FORFEITED BY TRIAL AND JUDGMENT.

The code of civil procedure adopting this "well known doctrine of common law" provides for an action of forfeiture by the Attorney General of the State,¹ in grants made by the State.

A NON-USER of the right, although lasting for TWO HUNDRED YEARS, or the lack of sufficient funds, was held to be no defense to a mandamus to compel a municipal corporation to do its duty in respect to holding a court.²

Though a corporation may forfeit its charter by an abuse or neglect of its franchises, yet such forfeiture must be ascertained and declared by regular process of judgment of law before its powers can be taken away or the corporation considered as dissolved.³

In the case of the Cleveland Insurance Co. v. Reed³ it was held that:⁴

The courts are bound to regard it as a corporation, so far as third persons are concerned, until it is dissolved by judicial proceedings on behalf of the government that created it.⁵

and that:

1. Sections 1961 and 1977.
2. Rex v. Hastings, 1 B. & A. 148; 5 B. & A. 692. Rex v. Havering, 5 B. & A. 291. Rex v. Mayor, 4 Dowl. P. C. 562.
3. Slee v. Bloom, Vol. 1, Ann'd Ed., 1111 N. Y. Ch. R.
4. 24 Howard, 284.
5. Citing Angell & Ames, Sec. 774, and cases referred to.

A corporation may also be dissolved by a forfeiture of its charter, judicially ascertained and declared.

In the case of *Jones v. Dana*, in 1885, it was held:¹

The validity of the organization of an acting corporation can not be questioned in collateral proceedings, but only in direct proceedings for that purpose countenanced by the sovereignty.

The non-existence of the managers does not imply the non-existence of the corporation,—the latter is dormant. During that time its franchises are suspended for want of means of action, but the capacity to restore its functions by means of election remains.²

As to whether a corporation has legal existence is a question between the corporation and the State.³

The privileges and immunities, the estates and possessions of the corporation, WHEN ONCE VESTED IN THEM, WILL BE FOREVER VESTED, without any new conveyance to new successions,—FOR ALL THE INDIVIDUAL MEMBERS THAT HAVE EXISTED FROM THE FOUNDATION TO THE PRESENT TIME, OR THAT SHALL EVER HEREAFTER EXIST, ARE BUT ONE PERSON IN LAW; a person that NEVER DIES, as the river Thames is the same river though the parts which compose it are changing every instant.⁴

From 1666 to 1686 the Hudson River formed the western boundary of the Harlem lands and properties. The same Hudson River flows between the same banks in 1903, although made up of different particles of water. The Town of New Harlem existed in 1666; and the same Town of New Harlem exists to-day, in 1903, although made up of different "particles," or members. By these and other common law decisions, mention of which lack of space alone prevents, it will be seen that the Town of New Harlem existed in 1666, and, beyond doubt, exists to-day, in 1903.

THE PRESENT MEMBERS OF THE CORPORATION—THE TOWN OF NEW HARLEM.

Assuming it to be proved, therefore, that the Town of New Harlem, created in 1666, exists to-day, there having been no judgment of forfeiture, or act on the part of the members thereof in the way of a dissolution of the body corporate, the question naturally arises, Who are the members of the Town? In the previous

1. 24 Barb. 395.

2. Vol. 4, Am. & Eng. Cy. First Ed. 301-2. Cases cited: *Russell v. McKellan*, 14 Pick. 63.

3. *Dal. Co. v. Huideskoper*, 154 U. S., 651.

4. *Lewis Blackstone*, Vol. 1, p. 468.

pages, in a comparison of the Harlem grants and patents, it was shown that in the first patent the lands were conveyed to the "freeholders and inhabitants in general, their heirs, successors and assigns" (p. 28). And in the second Nicolls patent, the lands were conveyed to "Thomas Delavall, Esq., Johannes Verveelen, Daniel Tournour, Joost Oblinus and Resolved Waldron, as patentees, for and on behalf of themselves and their associates, the freeholders and inhabitants of the said town, their heirs, successors and assigns" (p. 41). While, in the third grant, the lands were conveyed to the twenty-three individuals therein mentioned, "as patentees, for and on behalf of themselves, as the present freeholders and inhabitants of the said Town of New Harlem, their heirs, successors and assigns forever" (p. 120).

In the wording as given, it will be noted that the members of the Town are the heirs of the original twenty-three patentees, together with the heirs of their associates thereafter made. It was the custom throughout Harlem's history, in the alienation of its lands, to include in the deeds made by the representatives of the Town the transfer of the "patentee rights." The naming of these rights in the deeds, and their transfer with the lands in the conveyances mentioned, constituted the grantee an ASSOCIATE, and carried with it the privilege of sharing in the common lands as fully, and to all intents and purposes, as though said associate had been originally nominated a patentee in the Harlem grants. Several instances of these associates acting as patentees under the aforesaid "patentee rights" are to be found in Riker's History of Harlem, as taken by him from the Harlem records themselves. Under this custom, Jan Louwe Bogert, by the purchase of the Montagne farm (1672), became entitled to act as a patentee, and did so act for many years thereafter.¹ Johannes Benson became a patentee in this way, and shared under the patentee rights in the allotment of the common lands,—the heirs of the said Bogert and Benson having the same rights as the heirs of the original Harlem patentees. Of the original twenty-three, named in the Dongan patent (in the absence of the Harlem Records), all but two are considered to be bona fide patentees, afterward sharing in the divisions of the common land. The two exceptions to the rule are found in the cases of John Spragge and Peter Parmentier, both being named in the Dongan patent (p. 123). In the former case, John Spragge bought the Baignoux farm of Deschamps. As he was the secretary of the Court of Assizes and a member of the Governor's Council, and owned the Baignoux farm,

1. Riker's History of Harlem, p. 491.

Spragge was named in the patent; but directly after sailed for England, and did not return,—sold his farm to Daniel Cox, of London, who in 1692 ordered Jeremiah Bass, his agent, to re-sell it. No common land was ever laid out within the Harlem patent in virtue of this freehold. In the latter case, Peter Parmentier took the place of Jan Louwe Bogert, as a patentee, having contracted to buy said Bogert's farm at Harlem. No sale took place, however, Jan Louwe Bogert retaining the farm. Said Bogert thereafter acted as a patentee, and was duly recognized as such. Parmentier is not again mentioned among the patentees, and died at Kingston, Ulster County, New York, in the year 1701, in reduced circumstances.¹

Accordingly, the heirs of the original twenty-three patentees, as named in the Dongan patent, with the two exceptions mentioned, together with the heirs of the associates, Jan Louwe Bogert and Johannes Benson, and of all others who can produce proof of transfer of "patentee rights" by the representatives of the Town to their ancestors, are the present members of the Town of New Harlem. The following are alleged to have owned "patentee rights," exclusive of those in the Dongan patent:²

Captain Charles Congreve,
Zacharias Sickles,
Marcus Tibout.

The heirs, then, of the twenty-six holders of "patentee rights," some forty thousand in number, represent the present Town of New Harlem.

It will be admitted, then, that the Town of New Harlem, created in 1666, and existing in 1903, with its membership intact, is the owner to-day of all the undivided common lands conveyed by the Harlem grants, if the statute of limitations, or "adverse possession" (as it is commonly called), for more than twenty years does not interpose an insurmountable barrier.

A short examination of the legal principles involved will show that:

THE STATUTE OF LIMITATIONS HAS NO BEARING ON THE OWNERSHIP OF THE HARLEM LANDS.

Under the decision in the case of Dartmouth College v. Woodward,³ all grants similar to those under which Harlem takes title were declared to be "contracts" within the meaning

1. Riker's History of Harlem, p. 491.

2. Riker's History of Harlem, p. 545, 333 and 442.

3. 4 Wheat., 518.



GOVERNOR ANDROS—DONGAN'S IMMEDIATE PREDECESSOR.

of Article I, Section 10, of the Constitution of the United States, which provides that:

No State shall pass any bill of attainder, *ex post facto* law, or any law impairing the obligation of contracts.

On the question as to whether or not statutes of limitation impair the obligation of contracts generally, an extended discussion will be found in the case of *Ogden v. Saunders*,¹ four of the learned judges there declaring that statutes of limitation were within the meaning of the section of the Constitution mentioned; a minority of three holding, *per contra*, that the statutes of limitation affect the *remedy* and not the *obligation* of contracts.

In that case MR. JUSTICE WASHINGTON declares:

A contract is defined by all to be an agreement to do or not to do some particular act; and, in the construction of this agreement, depending essentially upon the will of the parties between whom it is formed, we seek for their intention with a view to fulfil it. Any law, then, which enlarges, abridges, or in any manner changes this intention, when it is discovered, necessarily impairs the contract itself, which is but the evidence of that intention. The manner or the degree in which this change is effected, can in no respect influence this conclusion; for whether the law affect the validity, the construction, the duration, the mode of discharge, or the evidence of the agreement, it impairs the contract, though it may not do so to the same extent in all the supposed cases. . . .

It is a law which impairs the obligation of contracts, and not the contracts themselves, which is interdicted. It is not to be doubted that this term obligation, when applied to contracts, was well considered and weighed by those who framed the Constitution, and was intended to convey a different meaning from what the prohibition would have imported without it. It is this meaning of which we are all in search.

What is it, then, which constitutes the obligation of a contract? The answer is given by the Chief Justice, in the case of *Sturges vs. Crowninshield*, to which I readily assent now, as I did then; it is the law which binds the parties to perform their agreement. The law, then, which has this binding obligation, must govern and control the contract in every shape in which it is intended to bear upon it, whether it affects its validity, construction, or discharge.

1. 12 Wheat., p. 134.

Again; it is insisted that if the law or the contract forms a part of it, the law itself cannot be repealed without impairing the obligation of the contract. This proposition I must be permitted to deny. It may be repealed at any time at the will of the legislature, and then it ceases to form any part of those contracts which may afterwards be entered into. The repeal is no more void than a new law would be which operates upon contracts to affect their validity, construction, or duration. Both are valid (if the view which I take of this case be correct), as they may affect contracts afterwards formed; but neither are so if they bear upon existing contracts; and, in the former case, in which the repeal contains no enactment, the Constitution would forbid the application of the repealing law to past contracts, and to those only.

To illustrate this argument, let us take four laws, which, either by new enactments, or by the repeal of former laws, may affect contracts as to their validity, construction, evidence, or remedy.

Laws against usury are of the first description.

A law which converts a penalty, stipulated for by the parties, as the only atonement for a breach of the contract, into a mere agreement for a just compensation, to be measured by the legal rate of interest, is of the second.

The statute of frauds, and the statute of limitations, may be cited as examples of the last two.

The validity of these laws can never be questioned by those who accompany me in the view which I take of the question under consideration, unless they operate, by their express provisions, upon contracts previously entered into; and even then they are void only so far as they do so operate; because, in that case, and in that case only, do they impair the obligation of those contracts. . . .

It is thus most apparent, that, whichever way we turn, whether to laws affecting the validity, construction, or discharges of contracts, or the evidence or remedy to be employed in enforcing them, we are met by this overruling and admitted distinction between those which operate retrospectively and those which operate prospectively. In all of them the law is pronounced to be void in the first class of cases, and not so in the second.

Let us stop, then, to make a more critical examination of the act of limitations, which, although it concerns the remedy, or, if it must be conceded, the evidence, is yet void or otherwise, as it is made to apply retroactively or prospectively, and see if it can, upon any

intelligible principle, be distinguished from a bankrupt law, when applied in the same manner. . . .

And MR. JUSTICE JOHNSON likewise holding:

Right and obligation are considered, by all ethical writers, as correlative terms. Whatever I, by my contract, give another a right to require of me, I, by that act, lay myself under an obligation to yield or bestow. The obligation of every contract will then consist of that right or power over my will or actions, which I, by my contract, confer on another. . . .

I must not be understood here as reasoning upon the assumption that the remedy is grafted into the contract. I hold the doctrine untenable, and infinitely more restrictive on State power than the doctrine contended for by the opposite party. Since, if the remedy enters into the contract, then the States lose all power to alter their laws for the administration of justice. . . .

By classing the bills of attainder, *ex post facto* laws, and laws impairing the obligation of contracts together, the general intent becomes very apparent; it is a general provision against arbitrary and tyrannical legislation over existing rights, whether of person or property. It is true that some confusion has arisen from an opinion which seems early, and without due examination, to have found its way into this court; that the phrase, "*ex post facto*," was confined to laws affecting criminal acts alone. The fact, upon examination, will be found otherwise; for, neither in its signification or uses is it thus restricted. It applies to civil as well as criminal acts, (1 Shep. Touch. 68, 70, 73;) and with this enlarged signification attached to that phrase, the purport of the clause would be, "that the States shall pass no law, attaching to the acts of individuals other effects or consequences than those attached to them by the laws existing at their date; and all contracts thus construed shall be enforced according to their just and reasonable purport. . . .

It is in vain to say that acts of limitation appertain to the remedy only. . . .

And MR. JUSTICE THOMPSON:

The same rule applies to contracts of every description; and parties must be understood as making their contracts with reference to existing laws, and impliedly assenting that such contracts are to be construed, governed and controlled, by such laws. . . .

That the prohibition upon the States to pass laws impairing the obligation of contracts is applicable to

private rights merely, without reference to bankrupt laws, was evidently the understanding of those distinguished commentators on the Constitution who wrote the Federalist. In the 44th number of that work, p. 281, it is said that "bills of attainder, *ex post facto* laws, and laws impairing the obligation of contracts, are contrary to the first principles of the social compact, and to every principle of sound legislation. The two former are expressly prohibited by the declarations prefixed to some of the State Constitutions, and all of them are prohibited by the spirit and scope of these fundamental charters. Our own experience has taught us, nevertheless, that additional defences against these dangers ought not to be omitted. Very properly, therefore, have the convention added this constitutional bulwark in favor of personal security and private rights.

While it is true that since the decision rendered in the case mentioned, the courts have held in certain instances that statutes of limitation have affected the remedy only, and not the obligation, the question of the impairment of the Harlem contracts or patents must be considered by the Court with all the surrounding circumstances of the case.

The case of *Van Hoffman v. The City of Quincy*¹ discusses the principles involved at length, and cites in support of the contention the case of *Ogden v. Saunders* above mentioned. Portions of the opinion of Mr. Justice Swayne bearing upon the subject follow:

The question to be determined is whether the statute, in this respect, is valid, or whether the legislature transcended its power in enacting it.

The duty which the Court is called upon to perform is always one of great delicacy, and the power which it brings into activity is only to be exercised in cases entirely free from doubt.

The Constitution of the United States declares (Art. I, Sec. 10) that "no State shall pass any bill of attainder, *ex post facto* law, or law impairing the obligation of contracts."

The case of *Fletcher vs. Peck*,² was the first one in this court in which this important provision came under consideration. It was held that it applied to all contracts, executed and executory, "Whoever may be parties to them." In that case, the legislature of Georgia had repealed an act passed by a former legislature, under

1. 4 Wallace 548.
2. 6 Cranch 87.

which the plaintiff in error had acquired his title by mesne conveyances from the State. The Court pronounced the repealing act within the inhibition of the Constitution, and therefore void. Chief Justice Marshall said: "The validity of this rescinding act might well be doubted were Georgia a single sovereign power; but Georgia can not be viewed as a single, unconnected sovereign power, on whose legislature no other restrictions are imposed than may be found in its own constitution. She is part of a large empire. She is a member of the American Union, and that Union has a Constitution, the supremacy of which all acknowledge, and which imposes limits to the legislatures of the several States, which none claim a right to pass." This case was followed by those of *New Jersey vs. Wilson*,¹ and *Terret vs. Taylor*.² The principles which they maintain are now axiomatic in American jurisprudence, and are no longer open to controversy.

It is also settled that the laws which subsist at the time and place of the making of a contract, and where it is to be performed, enter into and form a part of it, as if they were expressly referred to or incorporated in its terms. This principle embraces alike those which affect its validity, construction, discharge and enforcement. Illustrations of this proposition are found in the obligation of the debtor to pay interest after the maturity of the debt, where the contract is silent; in the liability of the drawer of a protested bill to pay exchange and damages, and in the right of the drawer and endorser to require proof of demand and notice. These are as much incidents and conditions of the contract as if they rested upon the basis of a distinct agreement.

In *Green vs. Biddle*,³ the subject of laws which affect the remedy was elaborately discussed. The controversy grew out of a compact between the States of Virginia and Kentucky. It was made in contemplation of the separation of the territory of the latter from the former, and its erection into a State, and is contained in an act of the legislature of Virginia, passed in 1789, whereby it was provided "that all private rights and interests within (the District of Kentucky) derived from the laws of Virginia prior to such separation, shall remain valid and secure under the laws of the proposed State, and shall be determined by the laws now existing in this State." By two acts of the legislature of Ken-

1. 7 Cranch 164.
2. 9 id. 43.
3. 8 Wheat. 92.

tucky, passed respectively in 1797 and 1812, several new provisions relating to the consequences of a recovery in the action of ejectment,—all eminently beneficial to the defendant, and onerous to the plaintiff,—were adopted into the laws of that State. So far as they affected the lands covered by the compact, this Court declared them void. It was said: "It is no answer that the acts of Kentucky, now in question, are regulations of the remedy, and not of the rights to the lands. If these acts so change the nature and extent of existing remedies as materially to impair the rights and interests of the owner, they are just as much a violation of the compact as if they *overturned* his rights and interests."

In *Bronson vs. Kinzie*,¹ the subject was again fully considered. A mortgage was executed in Illinois containing a power of sale. Subsequently, an act of the legislature was passed which required mortgaged premises to be sold for not less than two-thirds of their appraised value, and allowed the mortgagor a year after the sale to redeem. It was held that the statute, by thus changing the pre-existing remedies, impaired the obligation of the contract, and was therefore void.

In *McCracken vs. Hayward*,² the same principle, upon facts somewhat varied, was again sustained and applied. A statutory provision that personal property should not be sold under execution for less than two-thirds of its appraised value was adjudged, so far as it affected prior contracts, to be void, for the same reason.

In *Sturges vs. Crowninshield*,³ the question related to a law discharging the contract. It was held that a State insolvent or bankrupt law was inoperative as to contracts which existed prior to its passage.

In *Ogden vs. Saunders*,⁴ the question was as to the effect of such a law upon a subsequent contract. It was adjudged to be valid, and a discharge of the contract according to its provisions was held to be conclusive.

A statute of frauds embracing a pre-existing parol contract, not before required to be in writing, would affect its validity. A statute declaring that the word *ton* should thereafter be held, in prior as well as subsequent contracts, to mean half or double the weight before prescribed, would affect its construction. A statute providing that a previous contract of indebtedness may be extinguished by a process of bankruptcy would involve its

1. 1 How. 297.

2. 2 id. 608.

3. 4 Wheat. 122.

4. 12 Wheat. 213.

discharge, and a statute forbidding the sale of any of the debtor's property, under a judgment upon such a contract, would relate to the remedy.

It can not be doubted, either upon principle or authority, that each of such laws passed by a State would impair the obligation of the contract, and the last mentioned not less than the first. Nothing can be more material to the obligation than the means of enforcement. Without the remedy the contract may, indeed, in the sense of the law, be said not to exist, and its obligation to fall within the class of those moral and social duties which depend for their fulfilment wholly upon the will of the individual. The ideas of validity and remedy are inseparable, and both are parts of the obligation, which is guaranteed by the Constitution against invasion. The obligation of a contract "is the law which binds the parties to perform their agreement."¹ The prohibition has no reference to the degree of impairment. The largest and least are alike forbidden. In *Green vs. Biddle*² it was said: "The objection to a law on the ground of its impairing the obligation of a contract can never depend upon the extent of the change which the law effects in it. Any deviation from its terms by postponing or accelerating the period of performance which it prescribes, imposing conditions not expressed in the contract, or dispensing with those which are, however minute or apparently immaterial in their effect upon the contract of the parties, impairs its obligation. Upon this principle it is that if a creditor agree with his debtor to postpone the day of payment, or in any other way to change the terms of the contract, without the consent of the surety, the latter is discharged, although the change was for his advantage.

"One of the tests that a contract has been impaired is that its value has, by legislation, been diminished. It is not, by the Constitution, to be impaired at all. This is not a question of degree or cause, but of encroaching, in any respect, on its obligation,—dispensing with any part of its force."³

This has reference to legislation which affects the contract directly, and not incidentally or only by consequence.

The right to imprison for debt is not a part of the contract. It is regarded as penal rather than remedial.

1. *Sturges v. Crowninshield*, 4 Wheat. 122.

2. 8 Wheat. 84.

3. *Planters' Bank v. Sharp et al.*, 6 How. 327.

The States may abolish it whenever they think proper.¹ They may also exempt from sale, under execution, the necessary implements of agriculture, the tools of a mechanic, and articles of necessity in household furniture. It is said: "Regulations of this description have always been considered in every civilized community as properly belonging to the remedy, to be exercised by every sovereignty according to its own views of policy and humanity."

It is competent for the States to change the form of the remedy, or to modify it otherwise, as they may see fit, provided no substantial right secured by the contract is thereby impaired. No attempt has been made to fix definitely the line between alterations of the remedy, which are to be deemed legitimate, and those which, under the form of modifying the remedy, impair substantial rights. EVERY CASE MUST BE DETERMINED UPON ITS OWN CIRCUMSTANCES. Whenever the result last mentioned is produced, the act is within the prohibition of the Constitution, and to that extent void.²

If these doctrines were *res integrae*, the consistency and soundness of the reasoning which maintains a distinction between the contract and the remedy,—or, to speak more accurately, between the remedy and other parts of the contract,—might, perhaps, well be doubted.³ But they rest in this Court upon a foundation of authority too firm to be shaken; and they are supported by such an array of judicial names that it is hard for the mind not to feel constrained to believe they are correct. The doctrine upon the subject established by the latest adjudications of this Court render the distinction one rather of form than substance. . . .

A right without a remedy is as if it were not. For every beneficial purpose it may be said not to exist.

It is well settled that a State may disable itself by contract from exercising its taxing power in particular cases. (*New Jersey v. Wilson*, 7 Cranch. 166; *Dodge v. Woolsey*, 18 Howard, 331; *Piqua Branch v. Knoop*, 16 id. 331). It is equally clear that where a State has authorized a municipal corporation to contract and to exercise the power of local taxation to the extent necessary to meet its engagements, the power thus given can not be withdrawn until the contract is satisfied. The State and the corporation, in such cases, are equally bound. The

1. *Beers v. Haughton*, 9 Peters 359; *Ogden v. Saunders*, 12 Wheat. 230; *Mason v. Haile*, 12 id. 373; *Sturges v. Crowninshield*, 4 id. 122.
2. *Bronson v. Kinzie*, 1 How. 311; *McCracken v. Hayward*, 2 id. 608.
3. *Kent's Commentaries* 456; *Sedgwick on Stat. and Cons. Law* 652; Mr. Justice Washington's dissenting opinion in *Mason v. Haile*, 12 Wheat. 379.

power given becomes a trust which the donor can not annul, and which the donee is bound to execute; and neither the State nor the corporation can any more impair the obligation of the contract in this way than in any other.¹

The case of *White v. Hart*, United States Supreme Court,² citing the case of *Van Hoffman v. The City of Quincy*, above mentioned, holds:

The laws which subsist at the time and place of the making of a contract, and where it is to be performed, enter into and form a part of it as if they were expressly referred to or incorporated in its terms. . . . NOTHING CAN BE MORE MATERIAL TO THE OBLIGATION THAN THE MEANS OF ENFORCEMENT. Without the remedy the contract may, indeed, in the sense of the law, be said NOT TO EXIST, AND ITS OBLIGATION TO FALL WITHIN THE CLASS OF THOSE MORAL AND SOCIAL DUTIES WHICH DEPEND FOR THEIR FULFILMENT WHOLLY ON THE WILL OF THE INDIVIDUAL.

The ideas of validity and remedy are inseparable, and both are parts of the obligation, which is guaranteed by the Constitution against invasion. The obligation of a contract "is the law which binds the parties to perform their agreement." It is competent for the States to change the form of the remedy, or to modify it otherwise, as they may see fit, provided no substantial right secured by the contract is thereby impaired. Whenever the result last mentioned is produced, the act is within the prohibition of the Constitution, and to that extent void.

Leaving the question of the degree of sanctity and immunity to be accorded the Harlem patents under the legal principles mentioned, due regard being had to the circumstances surrounding the case, a more careful study of the grants themselves will show that:

THE STATUTE OF LIMITATIONS IS VOID AND OF NO EFFECT SO FAR AS THE OWNERSHIP OF THE HARLEM LANDS IS CONCERNED, AND THAT POSSESSION FOR ANY LENGTH OF TIME WHATEVER ADVERSE TO THE CLAIM OF OWNERSHIP BY THE TOWN HAS NEVER EXISTED.

In the first Nicolls patent the habendum reads:

To have and to hold all and singular the said lands, hereditaments and premises, with their and every of their appurtenances, and of every part and parcel thereof,

1. *People v. Bell*, 10 California 570; *Dominic v. Sayre*, 3 Sandford 555.
2. 13 Wall 646.

to the said freeholders and inhabitants, their heirs, successors and assigns *to the proper use and behoof* of the said freeholders and inhabitants, their heirs, successors and assigns forever.

In the second Nicolls patent:

To have and to hold all and singular the said lands, islands, commonage, hereditaments and premises, with their and every of their appurtenances, and every part or parcel thereof unto ye said patentees and their associates, their heirs, successors and assigns, to the *proper use and behoof* of the said patentees and their associates, their heirs, successors and assigns forever.

And in the third or Dongan patent:

. . . to have and to hold the said several tracts and parcels of land and premises, with their and every of their appurtenances unto the said . . . (23 patentees) . . . as patentees for and on behalf of themselves, their heirs, successors and assigns, *to the sole and only proper use, benefit and behoof* of the said patentees, their heirs, successors and assigns forever.

The habendum and tenendum in a grant, deed or other conveyance indicate in what manner the property conveyed is to be taken and held by the grantee. A careful consideration of these words of the patents prove the creation of:

A GIGANTIC TRUST,

a trust unknown to modern times, having the power of alienation, and thereby a method of bringing the trust to an end, or a *trust absolute*, in which the alienation is limited to a life estate to the grantee, as may be hereafter decided by the court.

A trust¹ is defined as: "A right of property, real or personal, held by one party for the benefit of another.

"A trust is merely what a use was before the statute of uses. It is an interest resting in conscience and equity, and the same rules apply to trusts in chancery now which were formerly applied to uses; 10 Johns. 506. A trust is a use not executed under the statute of Henry VIII.; 3 Md. 505. The words 'use' and 'trust' are frequently used indifferently. See 3 Jarm. Wills, 6th Am. ed. 1139-1140.

"Trust implies two estates or interests,—one equitable and one legal; one person as trustee holding the legal title, while another as the *cestui que trust* has the beneficial interest. 48 Minn. 174."

1. Bouvier's Law Dictionary, p. 1144.

By the three Harlem grants, the legal estate in the lands described in the patents, vested in the twenty-three men named in the Dongan patent, and their heirs, as trustees for themselves and their heirs, as well as trustees for their associates and their heirs, as members of the body corporate,—the Town of New Harlem.

A corporation aggregate, by the strict rules of common law, could not be seized of lands to the use of another, for this was held to be foreign to the purpose of its institution.

Kyd on Corporations says:¹

Neither can a corporation aggregate, by the strict rules of the common law, be seized of land to the use of another, for this is foreign to the purpose of its institution. The persons who compose the corporation might in their natural capacities have been seized to the use of another. It would, therefore, be nugatory to allow them to do that in their corporate capacity which they had power to do in their natural, as the sole purpose of incorporating them was to confer powers upon them which they could not otherwise have. Another reason given for this incapacity is that the corporation aggregate could not be compelled by subpoena to execute the possession to the use, because if it disobeyed it could not be compelled by imprisonment. Notwithstanding this rule, however, it is certain that many corporations are made trustees for charitable purposes, and are compelled to perform their trusts which may, perhaps, be reconciled to the rule in this way; THE TRUST IS NOT VESTED IN A CORPORATION AS A CORPORATION, BUT THE NATURAL PERSONS OF WHOM IT IS COMPOSED ARE CREATED TRUSTEES, AND THEIR DESCRIPTION AS CONSTITUENT PARTS OF A CORPORATION OPERATES ONLY AS A MORE CERTAIN DESIGNATION OF THEIR PERSONS.

Kyd explains the difference between a corporation aggregate and a corporation sole, in relation to their capacity to take lands, as follows:

By the general rule of the common law, a body corporate is capable of taking any grant of property, privileges and franchises in the same manner as private persons, but with respect to the capacity of taking land there is this difference between a corporation aggregate and a corporation sole, that the former has only a corporate capacity, and therefore as a collective number of persons the members of it can not take land by their corporate name to them and their heirs, but only to them and their successors. Sole corporations have two ca-

1. Vol. 1, 72.

pacities, their natural and their corporate, and may therefore take either to them or their heirs or to them and their successors.

The Harlem patents conveyed to a corporation aggregate, not only to the grantees and their successors, but to their heirs as well.

In reference to the claim that the Harlem patents constitute a "trust," attention is called to the case of *The Trustees of East Hampton v. Kirk*,¹ in which Judge Allen holds:

It must be assumed that the premises in controversy, parcel of a large tract included in the same grant, were granted to the trustees of the freeholders and Commonalty of the town of East Hampton, by Governor Dongan, by patent issued in 1686, and that the grant was in trust and for the use of the inhabitants of the town mentioned.

Again, in the case of *Robins v. Ackerly*,² Judge Miller holding:

The title of the town of Huntington is derived from several patents issued at different times by the colonial governors of the colony of New York, the first of which bears date on the 30th day of November, 1666, and the last upon the 5th day of October, 1694.

The judge upon the trial found that the title of the lands covered by water in Northport harbor, with the shell fish growing thereon, was in the TRUSTEES OF SAID TOWN under ancient patents, and the testimony sufficiently sustains such finding.

Judge Andrews, in the case of *Roe v. Strong*,³ upholding the trust theory in the following words:

The construction of the patent granted by Governor Nicolls, (358) in 1666, to the trustees and freeholders of the town of Brookhaven, and of the confirmatory patent of Governor Dongan, granted in 1686, was elaborately considered by this Court in the case of the Trustees of Brookhaven vs. Strong, 60 N. Y. 56. It was held in that case that by virtue of these patents and the confirmation thereof by the colonial legislature, the town was vested with the titles to the lands under the waters of the bays and harbors included within the boundaries of the patent, as well as to the uplands not already the subject of private ownership. THE GRANT UNDER THESE PATENTS WAS IN TRUST FOR THE USE OF THE INHABITANTS OF THE TOWN. It

1. 68 N. Y., 461.
2. 91 N. Y., 100.
3. 107 N. Y., 356.

is well known that titles to large tracts of land in various towns of Long Island are held under similar patents. The uplands have, to a great extent, by grants from the towns, become the subject of private property. The public trust has been subserved by grants to individuals in severalty, the towns receiving the consideration. The title to the soil under navigable waters vested in the Long Island towns under the colonial patents was, undoubtedly, subject to the public right of navigation, and it would seem to follow that the towns could not alienate the title so acquired to the material prejudice of the common right. But whatever limitations may have been imposed upon the title of the Town of Brookhaven for the protection of the public in the use of navigable waters, it is no longer an open question that the colonial patents to the Long Island towns vested in the towns the legal title to the soil under the waters of the bays and harbors within the bounds of the patents. *Gould v. Jones*, 6 Cow. 369; *Rogers v. Jones*, 1 Wend. 237; 19 Am. Dec. 493; *Trustees of Brookhaven v. Strong*, 60 N. Y. 56; *Hand v. Newton*, 92 id. 88; *Robins v. Ackerly*, 91 id. 98; *Mayor v. Hart*, 95 id. 451. The plaintiffs, therefore, who assert a title to that part of the shore of Setauket harbor on which the bridge is erected, are met in the first instance by the fact that the title was originally in the town.

The grants and charters, the legal significance of which is determined by the cases mentioned, are similar in import and construction to the Harlem grants and charters under consideration herein.

TOWN LANDS.

The early part of this book contains a historical sketch of the "Town of New Harlem," and its existence from the time of the charters, 1666 to 1686, clearly showing, among other interesting features, the customs of the time, and portraying the various methods of allotment of lands among the members of the "Town," and the subsequent alienation of said lands to others. A more extensive treatise in this connection is to be found in the "History of Harlem," by James Riker, published in 1881.

Of the large tract of land conveyed by the Harlem patents above a line crossing the present city of New York, from 74th Street and the Harlem River to 129th Street and the Hudson, by far the greater portion was divided and otherwise alienated by the Harlemites. The portions remaining undivided, and to-day owned by the Town, may be consistently divided into three divisions or sections, as shown by the map of the territory. (See

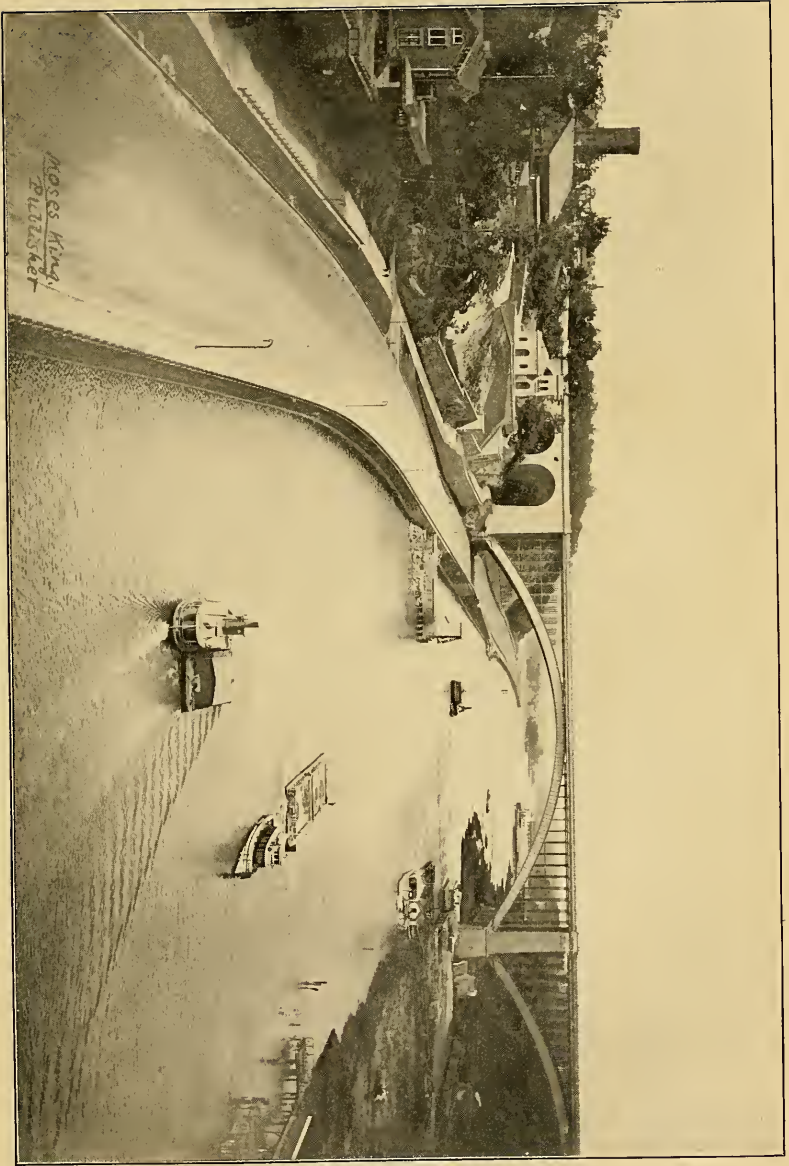
Map Appendix.) A small parcel of common land will be noticed at or about the intersection of 110th Street and Fifth Avenue, and a second portion at or about 204th Street, adjacent to the Hudson River (several smaller portions of common land being omitted),—these lands being left over from the allotments of 1691 and 1712, form the first division or section mentioned. A second division of the undivided or common lands is to be found in the waterfront or strip of land between high and low water mark, extending from 74th Street and the Harlem River, around the Northern end of Manhattan Island, through Spuyten Duyvil Creek as far as 129th Street, on the Hudson River, all of which land, now immensely valuable, is and for some years has been in the possession of and assumed to be owned by the City of New York.

The question of the ownership of the Harlem waterfront has been for years the subject of much litigation in the courts of New York State, many decisions being from time to time rendered by the New York Court of Appeals (the court of last resort of the State). A summary of these decisions is to be found in the recent leading case of *Sage vs. The Mayor, etc., of the City of New York*,¹ wherein the latest and most extensive consideration of the subject is to be found in the opinion of Associate Judge Irving G. Vann. The decision of this case, while seemingly considering all the conditions appertaining to the Harlem waterfront question, does not, however, pass upon the merits of the controversy. In fact :

THE QUESTION OF THE OWNERSHIP OF THE HARLEM WATERFRONT HAS NEVER YET BEEN DECIDED BY THE COURTS OF THE STATE OF NEW YORK.

All decisions of the New York State courts take cognizance of the Harlem tide-way, as claimed by either the City of New York or an individual. IN EACH CASE BEFORE THE STATE COURTS AN INDIVIDUAL IS THE PLAINTIFF OR DEFENDANT. THE COURTS OF THE EMPIRE STATE HAVE NEVER YET BEEN CALLED UPON TO PASS UPON THE QUESTION WHETHER THE HARLEM WATERFRONT DID OR DID NOT PASS UNDER THE HARLEM PATENTS AS THE JURA REGALIA OR ROYAL PREROGATIVE TO THE GOVERNMENT,—THE CORPORATION,—THE TOWN OF NEW HARLEM. FOR the first time in the history of the upper New York waterfront controversy the Town of New Harlem appears as plaintiff, with the City of New York as defendant, demanding of the United States

1. 154 New York 63.



THE SPEEDWAY.

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HARLEM RIVER WATERFRONT, EXTENDING FROM 155TH STREET TO SHERMAN'S CREEK (ABOUT 200TH STREET)—A PORTION OF THE LANDS VESTING IN THE TOWN OF NEW HARLEM.

Courts the judgment that all riparian rights passed to it as part of the Royal prerogative under the Harlem charters from the Duke of York and the King of England. The case of Martin against Waddell¹ clearly proves this to be sound in law.

No extensive reference is made in these pages to the Sage case, while the legal principles advanced by the Martin case are considered at length for the reason referred to, namely, that the INDIVIDUAL ownership of the waterfront is not involved in the merits of the controversy. While it is true Judge Vann, in the Sage, and Chief Justice Taney, in the Martin case, both discuss the grant of Charles II. to the Duke of York, and Judge Vann further considers the grant by the Duke of York to the 23 patentees of Harlem, and the Chief Justice, the grant of the Duke of York to the 24 New Jersey proprietors (these grants to Harlem and New Jersey being similar in legal significance), yet it is evident that Judge Vann treats the waterfront question under the claim of an INDIVIDUAL PLAINTIFF (SAGE), and the Chief Justice passes upon the question of PUBLIC OR GOVERNMENTAL OWNERSHIP of the title by the 24 New Jersey proprietors.

The facts and principles of law involved in INDIVIDUAL OWNERSHIP differ vastly from those underlying the public claim of the GOVERNMENT ITSELF. The distinction is clearly elucidated by the Chief Justice in the opinion rendered in the case referred to :—

MARTIN VS. WADDELL.

Chief Justice Taney, in delivering the opinion of the Court, includes the facts of the case. The action came up for review to the Supreme Court of the United States on a writ of error from the United States Circuit Court for the District of New Jersey. It was fully argued at one term, and again re-argued at a later term before a full Court, such re-argument being deemed necessary by reason of the important principles of law involved, and some of the justices not being present at the first argument. The Court states:

The questions before us arise from an action of ejectment, instituted by the defendant in error, who was the plaintiff in the Court below, to recover one hundred acres of land, covered with water, situated in the township of Perth Amboy, in the State of New Jersey. At the trial in the Circuit Court, the jury found a special verdict, setting forth, among other things, that the land claimed lies beneath the navigable waters of the Raritan River and bay, where the tide ebbs and flows. And it appears

1. 16 Peters 367.

that the principal matter in dispute is the right to the oyster fishery in the public rivers and bays of East New Jersey.

The plaintiff makes title under the charter granted by Charles II. to his brother, the Duke of York, in 1664 and 1674, for the purpose of enabling him to plant a colony on this continent. The last mentioned grant is precisely similar to the former in every respect, and was made for the purpose of removing doubts which had then arisen as to the validity of the first.

The boundaries in the two charters are the same, and they embrace the territory which now forms the State of New Jersey. The part of this territory known as East New Jersey, afterwards, by sundry deeds and conveyances, which it is not necessary to enumerate, was transferred to twenty-four persons, who were called the proprietors of East New Jersey; who by the terms of the grants were invested, within the portion of the territory conveyed to them, with all the rights of property and government which had been originally conferred on the Duke of York by the letters patent of the King. Some serious difficulties, however, took place in a short time between these proprietors and the British authorities; and after some negotiation upon the subject, they, in 1702, surrendered to the crown all the powers of government, retaining their rights of private property.

The defendant in error claims the land covered with water, mentioned in the declaration, by virtue of a survey made in 1834, under the authority of the proprietors, and duly recorded in the proper office. And, if they were authorized to make this grant, he is entitled to the premises as owner of the soil, and has an exclusive right to the fishery in question. The plaintiff in error also claims an exclusive right to take oysters in the same place; and derives his title under a law of the State of New Jersey, passed in 1824, and a supplement thereto, passed in the same year.

The point in dispute between the parties, therefore, depends upon the construction and legal effect of the letters patent to the Duke of York, and of the deed of surrender subsequently made by the proprietors.

The letters patent to the Duke included a very large territory, extending along the Atlantic coast from the River St. Croix to the Delaware Bay, and containing within it many navigable rivers, bays, and arms of the sea; and after granting the tract of country and islands therein described, "together with all the lands, islands,

soils, rivers, harbors, mines, minerals, quarries, woods, marshes, waters, lakes, fishings, hawkings, huntings and fowlings, and all other royalties, profits, commodities and hereditaments to the said several islands, lands and premises belonging and appertaining, with their and every of their appurtenances, and all the estate, right, title, interest, benefit and advantage, claim and demand of the King, in the said land and premises;" the letters patent proceed to confer upon him, his heirs, deputies, agents, commissioners and assigns the powers of government, with a proviso that the statutes, ordinances and proceedings, established by his authority, should "not be contrary to, but, as nearly as might be, agreeable to the laws, statutes and government of the realm of England; saving also an appeal to the King, in all cases, from any judgment or sentence which might be given in the colony, and authorizing the Duke, his heirs and assigns, to lead and transport out of any of the realms of the King to the country granted, all such and so many of his subjects or strangers not prohibited, or under restraint, who would become the loving subjects of the King, and live under his allegiance, and who should willingly accompany the Duke, his heirs and assigns."

The right of the King to make this grant, with all its prerogatives and powers of government, cannot at this day be questioned. But in order to enable us to determine the nature and extent of the interest which is conveyed to the Duke, it is proper to inquire into the character of the right claimed by the British crown in the country discovered by its subjects, on this continent; and the principles upon which it was parceled out and granted.

The English possessions in America were not claimed by right of conquest, but by right of discovery. For, according to the principles of international law, as then understood by the civilized powers of Europe, the Indian tribes in the New World were regarded as mere temporary occupants of the soil, and the absolute rights of property and dominion were held to belong to the European nation by which any particular portion of the country was first discovered. Whatever forbearance may have been sometimes practised toward the unfortunate aborigines, either from humanity and policy, yet the territory they occupied was disposed of by the governments of Europe at their pleasure, as if it had been found without inhabitants. The grant to the Duke of York, therefore, was not of lands won by the sword, nor

were the governments or laws he was authorized to establish intended for a conquered people.

The country mentioned in the letters-patent was held by the King in his public and regal character, as the representative of the nation, and in trust for them. The discoveries made by persons acting under the authority of the government were for the benefit of the nation; and the crown, according to the principles of the British constitution, was the proper organ to dispose of the public domains; and upon these principles rest the various charters and grants of territory made on this continent. The doctrine upon this subject is clearly stated in the case of *Johnson vs. M'Intosh*, 8 Wheat., 595. In that case, the Court, after stating it to be a principle of universal law that an uninhabited country, if discovered by a number of individuals who owe no allegiance to any government, becomes the property of the discoverers, proceed to say that: "If the discovery be made and possession taken under the authority of an existing government, which is acknowledged by the emigrants, it is supposed to be equally well settled that the discovery is made for the benefit of the whole nation; and the vacant soil is to be disposed of by that organ of the government which has the constitutional power to dispose of the national dominions; by that organ, in which all territory is vested by law. According to the theory of the British constitution, all vacant lands are vested in the crown, as representing the nation, and the exclusive power to grant them is admitted to reside in the crown, as a branch of the royal prerogative. It has been already shown that this principle was as fully recognized in America as in the island of Great Britain."

This being the principle upon which the charter in question was founded, by what rules ought it to be construed?

We do not propose to meddle with the point, which was very much discussed at the bar, as to the power of the King since *Magna Charta*, to grant to a subject a portion of the soil covered by the navigable waters of the kingdom, so as to give him an immediate and exclusive right of fishery either for shell fish or floating fish within the limits of his grant. The question is not free from doubt, and the authorities referred to in the English books cannot, perhaps, be altogether reconciled. But from the opinions expressed by the justices of the Court of King's Bench, in the case of *Blundell vs. Catterall*, 5 Barn. & Ald., 287, 294, 304, 309; and in the case of the Duke of

Somerset vs. Fogwell, 5 Barn. & Cress., 883, 884, the question must be regarded as settled in England against the right of the King since Magna Charta to make such a grant. The point does not, however, arise in this case, unless it shall first be decided that, in the grant to the Duke of York, the King intended to sever the bottoms of the navigable waters from the prerogative powers of government conferred by the same charter; and to convert them into mere franchises in the hands of a subject, to be held and used as his private property. And we the more willingly forbear to express an opinion on this subject, because it has ceased to be a matter of much interest in the United States. For, when the Revolution took place, the people of each State became themselves sovereign; and in that character hold the absolute right to all their navigable waters and the soils under them for their own common use, subject only to the rights since surrendered by the Constitution to the general government. A grant made by their authority must therefore manifestly be tried and determined by different principles from those which apply to grants of the British crown, when the title is held by a single individual in trust for the whole nation.

Neither is it necessary to examine the many cases which have been cited in the argument on both sides, to show the degree of strictness with which grants of the King are to be construed. The decisions and authorities referred to apply more properly to a grant of some prerogative right to an individual, to be held by him as a franchise, and which is intended to become private property in his hands. The dominion and property in navigable waters, and in the lands under them, being held by the King as a public trust, the grant to an individual of an exclusive fishery in any portion of it, is so much taken from the common fund intrusted to his care for the common benefit. In such cases, whatever does not pass by the grant, still remains in the crown for the benefit and advantage of the whole community. Grants of that description are therefore construed strictly,—and it will not be presumed that he intended to part from any portion of the public domain, unless clear and especial words are used to denote it. But in the case before us, the rivers, bays and arms of the sea, and all prerogative rights within the limits of the charter, undoubtedly passed to the Duke of York, and were intended to pass, except those saved in the letters patent. The words used evidently show

this intention; and there is no room, therefore, for the application of the rule above mentioned.

The questions upon this charter are very different ones. They are: Whether the dominion and propriety in the navigable waters, and in the soils under them, passed as a part of the prerogative rights annexed to the political powers conferred on the Duke; whether in his hands they were intended to be a trust for the common use of the new community about to be established; or private property to be parcelled out and sold to individuals for his own benefit. And in deciding a question like this we must not look merely to the strict technical meaning of the words of the letters patent. The laws and institutions of England, the history of the times, the object of the charter, the contemporaneous construction given to it, and the usages under it, for the century and more which has since elapsed, are all entitled to consideration and weight. It is not a deed, conveying private property, to be interpreted by the rules applicable to cases of that description. It was an instrument upon which was to be founded the institutions of a great political community; and in that light it should be regarded and construed.

Taking this rule for our guide, we can entertain no doubt as to the true construction of these letters patent. The object in view appears on the face of them. They were made for the purpose of enabling the Duke of York to establish a colony upon the newly-discovered continent, to be governed, as nearly as circumstances would permit, according to the laws and usages of England; and in which the Duke, his heirs and assigns, were to stand in the place of the King, and administer the government according to the principles of the British constitution. And the people who were to plant this colony, and to form the political body over which he was to rule, were subjects of Great Britain, accustomed to be governed according to its usages and laws. . . .

The estate and rights of the King passed to the Duke in the same condition in which they had been held by the crown, and upon the same trusts. Whatever was held by the King as a prerogative right, passed to the Duke in the same character. And if the word "soils" be an appropriate word to pass lands covered with navigable water, as contended for on the part of the defendant in error, it is associated in the letters patent with "other royalties," and conveyed as such. No words are used for the purpose of separating them from the *JURA REGALIA*, and converting them into private property, to

be held and enjoyed by the Duke, apart from and independent of the political character with which he was clothed by the same instrument. Upon a different construction it would have been impossible for him to have complied with the conditions of the grant. For it was expressly enjoined upon him, as a duty in the government he was about to establish, to make it as near as might be agreeable in their new circumstances to the laws and statutes of England. And how could this be done if, in the charter itself, this high prerogative trust was severed from the legal authority; if the shores, and rivers, and bays, and arms of the sea, and the land under them, instead of being held as a public trust for the benefit of the whole community, to be freely used by all for navigation and fishery, as well for shell fish as floating fish, had been converted by the charter itself into private property, to be parcelled out and sold by the Duke for his own individual emolument? There is nothing, we think, in the terms of the letters patent, or in the purposes for which it was granted, that would justify this construction. And in the judgment of the Court, the land under the navigable waters passed to the grantee as one of the royalties incident to the powers of government; and were to be held by him in the same manner, and for the same purposes, that the navigable waters of England, and the soils under them, are held by the crown.

This opinion is confirmed by referring to similar grants for other tracts of country upon this continent, made about the same period of time. Various other charters for large territories on the Atlantic coast were granted by different monarchs of the Stuart dynasty to different persons, for the purposes of settlement and colonization, in which the powers of government were united with the grant of territory. Some of these charters very nearly resembled in every respect the one now in controversy; and none of them, it is believed, differed materially from it in the terms in which the bays, rivers, and the arms of the sea, and the soils under them, were conveyed to the grantees. Yet in no one of these colonies has the soil under its navigable waters, and the rights of fishery for shell fish or floating fish, been severed by the letters patent from the powers of the government. In all of them, from the time of the settlement to the present day, the previous habits and usages of the colonists have been respected, and they have been accustomed to enjoy in common the benefits and advantages of the navigable waters for the same purposes, and to the same

extent, that they have been used and enjoyed for centuries in England. Indeed, it could not well have been otherwise; for the men who first formed the English settlements could not have been expected to encounter the many hardships that unavoidably attended their emigration to the new world, and to people the banks of its bays and rivers, if the land under the water at their very doors was liable to immediate appropriation by another as private property; and the settler upon the fast land thereby excluded from its enjoyment, and unable to take a shell fish from its bottom, or fasten there a stake, or even bathe in its waters, without becoming a trespasser upon the rights of another. The usage in New Jersey has, in this respect, from its original settlement, conformed to the practice of the other chartered colonies. And it would require very plain language in these letters patent to persuade us that the public and common right of fishery in navigable waters, which has been so long and so carefully guarded in England, and which was preserved in every other colony founded on the Atlantic borders, was intended in this one instance to be taken away. But we see nothing in the charter to require this conclusion.

The same principles upon which the Court have decided upon a construction of the letters patent to the Duke of York, apply with equal force to the surrender afterwards made by the twenty-four proprietors. It appears by the special verdict that all the interest of the Duke in East New Jersey, including the royalties and powers of government, were conveyed to these proprietors as fully and amply, and in the same condition, as they had been granted to him; and they have the same dominion and propriety in the bays, and rivers, and arms of the sea, and the soil under them, and in the rights of fishery, that had belonged to him under the original charter. In their hands, therefore, as well as in those of the Duke, this dominion and propriety was an incident to the regal authority, and was held by them as a prerogative right, associated with the powers of government.

And being thus entitled, they, in 1702, surrendered and yielded up to Anne, Queen of England, and to her heirs and successors, "all the powers and authorities in the said letters patent granted." etc. (Appendix F.)

The learned Chief Justice, of this surrender, says:

We give the words of the surrender as found by the special verdict, and they are broad enough to cover all the *JURA REGALIA* which belonged to the proprietors.

They yield up "all the powers, authorities and privileges of and concerning the government of the province;" and the right in dispute was one of these authorities and privileges. No words are used for the purpose of withholding from the crown any of its ordinary and well-known prerogatives. The surrender, according to its evident object and meaning, restored them in the same plight and condition in which they originally came to the hands of the Duke of York. Whatever he held as a royal or prerogative right, was restored, with the political power to which it was incident. And if the great right of dominion and ownership in the rivers, bays, and arms of the sea, and the soils under them, were to have been severed from the sovereignty and withheld from the crown; if the right of common fishery for the common people, stated by Hale in the passage before quoted, was intended to be withdrawn, the design to make this important change in this particular territory would have been clearly indicated by appropriate terms; and would not have been left for inference from ambiguous language.

Thompson, *J.*, and Baldwin, *J.*, dissented, the former giving an elaborate opinion differing mainly in holding that the King was not trustee of the soils for the benefit of the public, but that he owned them in full dominion and propriety, and had full power and authority to convey same.

THE HARLEM WATERFRONT PASSED AS A ROYAL PREROGATIVE.

It is evident, then, that the grant from Charles II. to the Duke of York passed to the Duke the soil under navigable waters as one of the royalties incident to the powers of government, to be held by him in the same manner and for the same purposes as this soil had been previously held by the crown; and that the Duke, under the grant of Charles II., conveyed to the twenty-four proprietors, the soil under the navigable waters. The twenty-four proprietors, in turn, surrendered to the crown all the powers of government, together with the soils under navigable waters, and, in the Revolution, these became vested in the State of New Jersey. Similarly, the Duke of York, under the same grant from Charles II., as owner of the soil under navigable waters, conveyed said soil, as one of the royalties incident to the powers of government, to the Town of New Harlem by the Nicolls patents.

There has been no surrender to the crown of any soil or powers of government by the grantees of the Harlem patents.

The Town of New Harlem is, therefore, owner of the soil under navigable waters, subject to the *JUS PUBLICUM*, or right of navigation.

The Waddell case holds that all was conveyed save what was reserved. No part of the tideway or the lands beyond or under the water round and about Harlem were reserved. All passed from the Duke, under the Nicolls charter, to the Town of New Harlem.

Most aptly has the Court held in the case mentioned that the men who first formed the English settlements could not have been expected to encounter the many hardships that unavoidably attended their emigration to the New World, and to people the banks of its bays and rivers, if the land under water at their very doors was liable to immediate appropriation by another as private property, and the settler upon the land thereby excluded from its enjoyment, and unable to take a shell fish from its bounds, or fasten there a stake, or even bathe in its waters, without becoming a trespasser upon the rights of another.

At the time of the issuing of the grants creating the Town of New Harlem, the City of New York was located at the Battery. The territory granted to the Town was a wilderness, denized by wild beasts and the Red Men alone.

The creation of the Town was necessary to the very existence of the Settlement,—New York. History attests this fact, in relating that three times within a period of twenty-five years the villagers were driven from their abodes under the cruel horrors of Indian massacres, returning each time to renew the pioneer struggle in the occupation of the protective zone north of the City of New York.

Applying the words of the Court to the Harlem grants, they were not deeds conveying private property to be interpreted by the rules applicable to cases of that description. They were instruments "upon which were to be founded the institutions of a great political community, and in that light should be regarded and construed;" the court further holding that in grants of this nature (to the Duke of York) the laws and institutions of England, the history of the times, the objects of the charters, and the contemporaneous construction given them, were all entitled to consideration and weight.

These words stand out in strong contrast to those used in a similar connection by the learned judge, in the case of *The Mayor of the City of New York against Hart*,¹ who said:

1. 96 N. Y., 445.



NEW AMSTERDAM—SITE OF THE PRESENT BATTERY, NEW YORK CITY.
[From an old drawing, made at about the time of Dr. Montagne's arrival.]

But the interesting and careful researches for the city demonstrate that Harlem was established as a village within the general limits of the city itself, which was meant to embrace the whole Island, and that the new village or settlement was formed for the promotion of agriculture, the SECURITY OF THE ISLAND and the cattle pasturing thereon, and the RECREATION and AMUSEMENT of the City of New Amsterdam.

The city was to be the seaport, and for this purpose its waterfront was to girdle the Island, while the village was for a rustic hamlet, whose inhabitants should own cattle, rather than ships.

That the village settlement was created for the promotion of agriculture, the security of the Island and the cattle pasturing thereon, was certainly true; but history would seem to deny the learned judge's contention, that it was intended that the Town of New Harlem should form the Coney Island of New York. The very words in the opinion, "security of the Island" and "recreation and amusement," present a marked antithesis. The fact, too, that the charters creating the corporation imposed the strict condition that the villagers should run a ferry between the Island and the main land (pp. 28 and 41), therein stipulating that one or more suitable boats be provided for the purpose, "fit for the transportation of men, horses and cattle," would tend to refute the "rustic hamlet" theory.

The villagers, being denied the use of SHIPS, and allowed the aid of CATTLE only, by the learned judge, must have experienced great difficulties in the way of transportation to and from their lands on the Main across the Harlem.

THE SAGE CASE.

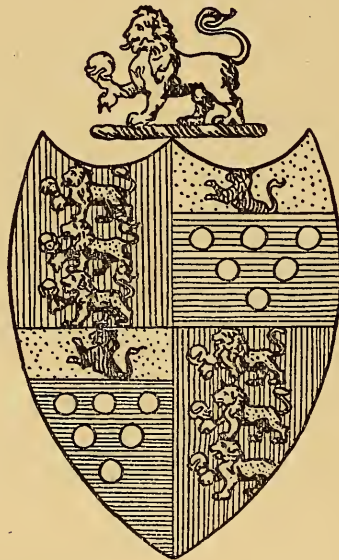
As before stated, the case of Sage vs. The Mayor, presents another instance of a riparian claim by an INDIVIDUAL plaintiff.

In this case, the title to the waterfront was held to vest in the City under the Dongan and Montgomerie charters, ratified by an act of the Colonial Legislature of October 14th, 1732,¹ which, in turn, was alleged to be confirmed by the constitution of the State, in 1777. The last Harlem patent was issued by Governor Dongan, on the 7th of March, 1686, and the first patent to the City of New York was issued by the same Governor on the 26th of April of the same year. Under this last named patent, issued to the Mayor, Aldermen and Commonalty of the City of New York, was conveyed "all the waste, vacant, unpatented and unappropriated lands lying and being within the said City of

1. Laws of 1732, ch. 584.

New York, and on Manhattan Island aforesaid, extending and reaching to low water mark in, by and through all parts of the said City of New York and Manhattan Island aforesaid, together with all rivers, rivulets, coves, creeks, ponds, water and water-courses in the said city and island, or either of them, EXCEPT SUCH PORTION AS HAD BEEN PREVIOUSLY CONVEYED."

The city also claimed title to the lands under water in front and outside of the tide-way, and extending into the river for a considerable distance, by virtue of certain grants from the State,



THE DONGAN ARMS.

viz.: Laws of 1852, ch. 285; Laws of 1857, ch. 570; Laws of 1871, ch. 574; Laws of 1874, ch. 763.

A review of the statutes mentioned is omitted, for the reason that if the claims to the Harlem waterfront are maintained under the theories and principles of law above mentioned, it will be admitted that the statutes in question would be declared to be an impairment of the obligation of the Harlem grants or contracts,¹ and therefore void.

It will be remembered that Chief Justice Taney, in the case

1. Dartmouth College v. Woodward, 4 Wheat. 518.

of *Martin vs. Waddell*, held that the rivers, bays and arms of the sea passed to the Duke of York. Judge Vann, in the *Sage* case, held per contra, that the title to the tide-way and the land beyond continued in the English crown after the *Nicolls* charter. In this connection, the following juxtaposition of portions of the two opinions will show the different consideration accorded the subject in the Federal and State courts:

JUDGE VANN.

SAGE CASE.

The title to the tideway and to the land beyond continued in the ENGLISH CROWN as a public trust AFTER the NICOLLS CHARTER, the same as before, for nearly twenty years, and until the year 1686, when Governor Dongan granted to the City of New York all the lands between high and low water mark.

CHIEF JUSTICE TANEY.

MARTIN VS. WADDELL.

But in the case before us, the rivers, bays and arms of the sea, and all prerogative rights within the limits of the charter (from St. Croix River to Delaware Bay, on Atlantic Coast), UNDOUBTEDLY PASSED TO THE DUKE OF YORK. . . . The estate and rights of the King passed to the Duke in the same condition in which they had been held by the crown, and upon the same trusts . . . and they (the 24 Proprietors,—grantees) had the same dominion and propriety in the bays and rivers and arms of the sea, and the soil under them and in the rights of fishery that had belonged to him (the Duke) under the original charter.

Each of these honorable judges is speaking of the same patent of King Charles to the Duke of York, and of lands under navigable waters.

The decision of this case, *The Mayor vs. Hart*, reversed the judgment of the General Term, where a most comprehensive opinion was rendered by Mr. Justice Daniels.¹ The opinion of the learned Justice is in accord with the views held in the case of *Martin vs. Waddell*. Portions referring to the *Harlem* grants are given in full:

This action was brought to recover possession of land outside of the high-water line of the *Harlem* River,

and between that and the exterior line established by Chapter 285 of the Laws of 1852. A deed of this land was executed and delivered by the plaintiff to the defendants on or about the 21st day of June, 1870; but the plaintiff assails the validity of this deed, because it was executed and delivered without any previous public notice of the sale of the property. The defendants applied for its purchase to the Commissioners of the Sinking Fund of the City of New York, for the reason that they owned the land directly south of it, a portion of which was bounded by the Harlem River, and the residue had in terms been conveyed to them by a deed extending the line to the low-water mark. In support of the title which the deed from the plaintiff was intended to convey, the original patents to the inhabitants of Harlem have been given in evidence in the case for the purpose of extending their previous right in the property to the low-water line of the river. These patents, so far as their consideration has become necessary in this case, were made and delivered in May and October in the year 1666 (1667), for that which followed them in 1668 (1686) was merely confirmatory of the preceding grants. By these two prior patents the lands described, and the privileges mentioned in them, were given and granted to the freeholders and inhabitants of what is stated to have, at that time, become the Town or Village of New Harlem, and by the first the property and privileges granted were declared to extend easterly to the town and Harlem River. This description was evidently considered too indefinite and obscure to subserve the purposes intended to be promoted by the grant, for by the patent succeeding this, and issued on the 11th of October, 1666 (1667), the property and privileges granted were, in terms, extended "eastward to the end of the town and Harlem Ryver, or any parte of the said ryver on which this land doth abutt, within the lymitts aforementioned, described, doth and shall belong to the said towne . . . together with all the soils, creeks, quarries, woods, meadows, pastures, marshes, waters, lakes, fishing, hawking, hunting and fowling, and all other profits, commodities, emoluments and hereditaments to ye said lands and premises within ye said bounds and lymitts sett forth, belonging or in anywise apperteyning." By this patent, the grant made to the village or town was extended to the river, but whether to high or low-water line was not in terms stated. Ordinarily, a grant made and limited by such a reference would end at the high-water line, as the river mentioned was not

only navigable, but also affected by the ebb and flow of the tides. But a consideration of the circumstances existing at the time of, and under which these patents were issued, and which, as well as their language, may be allowed to affect their construction¹ and the purposes they were designed to advance, appear to suggest the propriety of a different rule for the interpretation of these instruments.

The intent of the patents must be ascertained, in order to determine the point on the river by which they should be bounded; and as that may be gathered from their terms, and the circumstances then existing by which those terms were necessarily affected, it must be maintained as controlling over the case.² The grants made by these patents were not to individuals, but to a town or village, whose prosperity and growth had attracted the attention of the colonial government. An element of that prosperity must have been its facilities for prospective trade and commerce; and as that prosperity was evidently intended to be advanced by the grants made, those facilities could not have escaped the notice of the granting authority. The controlling and paramount purpose of the patents was evidently to place the town or village in the position previously maintained by the colonial authority, and that could only be done by extending its proprietary rights as far into the river as should be considered necessary for the development of the commercial advantages of the place. No good reason exists for the supposition that the colonial governor intended to confer on the village the title to the high-water line, and to retain and withhold all that was beyond it, when, without that, the inhabitants, whose interests as a community were to be promoted, would be excluded from the possibility of enjoying the commercial advantages of their immediate vicinity. Retaining the land between the high and low-water lines would be of no practical advantage to the granting authority, while its right and enjoyment would be indispensable to the prosperity of the village, which had then become a community of importance. A grant from the public authorities to individuals would undoubtedly require a different construction.³ But the language, purposes, and the circumstances affecting these patents, appear to require a broader construction. They were executed to donate to the village or town the lands undisposed of, lying within the pre-

1. Knapp v. Warner, 57 N. Y., 688.

2. Canal Co. v. Hill, 15 Wallace, 94.

3. Ex parte Jennings, 6 Cow., 518.

scribed bounds, to subject them to its authority, and contribute them to its improvement and the advancement of its interests. That could only be done by giving it the unrestricted benefit of its waterfront, and its exclusion would not be consistent in the least with the probable design and purpose of the grants. This has been made manifest by the terms used, for they are of the most general nature; and these are followed by such special enumerations as show that it was the intent to give to the village all that the colonial governor had the power to bestow within its limits, as they were declared. The object plainly was to confer the title to the territory which it was deemed useful for the village to own, and the waterfront constituted a most important attribute of that territory. It was, in terms, the grant of the undisposed village site, with its adjacent water, and whether made by patent or by legislative authority, it would be little less than absurd to suppose that it was the intent to exclude the inhabitants from the privileges of those waters. A prominent purpose in the establishment of such a community is that of trade and commerce by means of the contiguous waters, and conferring the territory required for its existence must be ordinarily intended to include that of the promotion of this purpose; beside that, the waters appertaining to the bounds and limits set forth were, in terms, given by the patents, and the waters of this river were certainly included within these terms, as well as those extending the grant as far as the island abutted.

The succeeding Governor, Dongan, by his patent of March 7th, 1686, confirmed those made by his predecessor in office; and when, in the succeeding month of April, he conferred the original charter on the Mayor, Aldermen and Commonalty of the City of New York, he apparently had these patents in his mind, for it was only in the lands which were then unpatented that he granted that which laid between the high and low-water lines to the city. The description given was in the nature of a saving clause, by which the land between the high and low-water lines was declared not to be included in the grant then made, when it should be found to appertain to what had been previously donated by public patents, as this land had been.

Under these instruments, as they should be construed in order to give effect to and carry out the evident designs of the granting power, the land should be held to have been conveyed to the village as far as low-water

mark, and that of itself will prevent the plaintiff from recovering in the case, for that reason to that extent, even though the defendants have not succeeded, by the conveyances through which their title has been derived, in acquiring the title to it, for title out of the plaintiff is a complete defense in an action of this nature. . . .

THE DONGAN CHARTER CREATING THE CITY OF NEW YORK.

Governor Dongan was held to be a man of "integrity and moderation" by Chancellor Kent, in his notes on the Dongan charter.

Under this charter, issued on April 22d, 1686, one month later than the Dongan patent to Harlem, certain decisions of the New York Court of Appeals hold that the City of New York is the owner of the Harlem waterfront, Mr. Justice Finch, in the Hart case, *supra*, maintaining:

If any injustice has been done to the upland owners, it came through the Dongan charter, which made the city (of N. Y.) absolute owner of the tideway, and, without pre-emption rights at that time, reserved to the adjacent owners. THAT EVIL HAD NO REMEDY, except in the will and pleasure of the city and its voluntary submission to ADMITTED EQUITIES.

The sections of the New York City charter relating, in the least degree, to the question of the ownership of the Harlem waterfront, are but four in number, as follows:

1. PROVIDED ALWAYS, That this said license, so as above granted, for the establishing, making, laying out of streets, lanes, alleys, highways, ferries and bridges, be not extended, or be construed to extend, to the taking away of any person or person's right of property, without his, her, or their consent, or by some known law of the said province.

2. And I do, by these presents, give and grant unto the said Mayor, Aldermen and Commonalty of the said City of New York, all the waste, vacant, unpatented and unappropriated lands, lying and being within the said City of New York, and on Manhattans Island aforesaid, extending and reaching to the low water mark in, by and through all parts of the said City of New York and Manhattans Island aforesaid, together with all rivers, rivulets, coves, creeks, ponds, waters and water courses in the said city and island, or either of them, NOT HERETOFORE GIVEN OR GRANTED BY ANY OF THE FORMER GOVERNORS, LIEUTENANTS OR COMMANDERS-IN-

CHIEF, UNDER THEIR, OR SOME OF THEIR, HANDS AND SEALS, OR SEAL OF THE PROVINCE,

3. And, moreover, I will, and by these presents do, grant, appoint and declare that THE SAID CITY OF NEW YORK, AND THE COMPASS, PRECINCTS AND LIMITS THEREOF, AND THE JURISDICTION OF THE SAME, shall from henceforth extend and reach itself, and may and shall be able to reach forth and extend itself, as well in length and in breadth as in circuit, to the farthest extent of, and in and throughout all the said Island Manhattans, and in and upon all the rivers, rivulets, coves, creeks, waters and water-courses belonging to the same island, as far as low water mark.

4. AND ALSO, I do, by these presents, for and on the behalf of his most sacred majesty aforesaid, his heirs and successors, grant to the Mayor, Aldermen and Commonalty of the said city, that they and their successors and assigns shall, and may at any time or times hereafter, when it to them shall seem fit and convenient, take in, fill and make up, and lay out, all and singular THE LANDS AND GROUNDS IN AND ABOUT THE SAID CITY AND ISLAND MANHATTANS, and the same to build upon, or make use of in any other manner or way, as to them shall seem fit, as far into the rivers thereof, and that encompass the same, at low water mark aforesaid.

5. AND FURTHER, I do appoint and declare that the incorporation to be founded by this charter shall not, at any time hereafter, do, or suffer to be done, anything by means whereof the lands, tenements or hereditaments, stocks, goods or chattels thereof, or in the hands, custody, possession of any of the citizens of the said city, such as have been sett, lett, given, granted or collected, to and for pious and charitable uses, shall be wasted or misemployed contrary to the trust or intent of the founder or giver thereof, and that such and no other construction shall be made thereof than that which may tend most to advantage religion, justice and the public good; and to suppress all acts and contrivances to be invented or put in use contrary thereunto.

It will be noticed that No. 1 provides that the license for the establishing, making and laying out of streets, etc., shall not take away any PERSONAL RIGHT OF PROPERTY WITHOUT CONSENT OR BY SOME KNOWN LAW OF THE PROVINCE.

By the second clause above mentioned, the Governor manifestly gave and granted to the Mayor, Aldermen and Commonalty of the City of New York all the WASTE, VACANT, UN-

PATENTED AND UNAPPROPRIATED LANDS WITHIN THE CITY AND ON MANHATTANS ISLAND, EXTENDING TO LOW WATER MARK, NOT THERETOFORE GIVEN OR GRANTED "BY ANY OF THE FORMER GOVERNORS, LIEUTENANTS OR COMMANDERS-IN-CHIEF, UNDER THEIR, OR SOME OF THEIR, HANDS AND SEALS, OR SEAL OF THE PROVINCE," a clear, manifest and undoubted transfer of a CERTAIN CLASS of lands, namely those not previously granted by any governor, lieutenant-governor or commander-in-chief; the balance of the charter being in all respects subject to this granting clause.

The third paragraph presents simply the extension of the jurisdiction of the City of New York, and the limits thereof in length and breadth "to the farthest extent of, and in and throughout all the said Island Manhattans, and in and upon all the rivers, rivulets, coves, creeks, waters and water-courses belonging to the same island, as far as low water mark." This clause is in keeping with the provisions of the Harlem patents themselves, which provide in terms that the town shall be dependent upon the city, admittedly creating a town within a municipality, as said patents more fully disclose. (See pages 28, 41 and 120.)

Clause No. 4 above may be said to have provided that the city authorities might, at their option, "take in, fill and make up, and lay out, all and singular the lands and grounds in and ABOUT THE SAID CITY AND ISLAND MANHATTANS, and the same to build upon or make use of in any manner or way as to them shall seem fit, as far into the rivers thereof and that encompass the same at low water mark aforesaid."

Does this clause grant to the city the right to take in, make up and lay out the Harlem waterfront at its option? Can any such intention be imputed to Governor Dongan in the clause in question? Judge Earl, in his opinion in the case of Langdon vs. The Mayor, etc., of New York,¹ so held in the following words: Under the Dongan charter, in 1686, the crown of England granted to the City of New York all the lands between high and low water mark around the Island of Manhattan's, and with jurisdiction over the same, and with power "to take in, fill and make up, and lay out, all and singular the lands and grounds in and about the said city and Island Manhattans, and the same to build upon or make use of in any manner or way as to them shall seem fit,

1. 93 N. Y., 133.

as far into the rivers thereof, and that encompass the same, at low water mark aforesaid."

To reconcile the construction of the clause in question with the terms of the granting clause of the Dongan charter (No. 2 above), restricting the grant "to waste, vacant, unpatented and unappropriated lands not previously given or granted by any former governors, lieutenants or commanders-in-chief, under their, or some of their, hands and seals, or seal of the province," will be within the province of the United States courts in the decision of the questions to be submitted in the undertaking to recover the Harlem waterfront and other lands.

Since the incorporation of the Town of New Harlem, between 1665 and 1687, as above described, the divisions of common lands among the members of the corporation occurred; first in 1691, and last in 1712. At that time, and for a long period thereafter, there were no filled-in lands either on the Hudson or Harlem Rivers. Many of the creek beds formerly under water from recession of the tide water have become dry land now of great value. That these lands, formerly under water and necessarily undivided among the Harlemites, vest in the town, is most ably discussed in the opinions of Hon. Richard O'Gorman and Hon. W. C. Whitney, counsel to the corporation of the City of New York, written at the request of the Comptroller, on the 1st day of August, 1870, and the 10th day of November, 1880, respectively.

Opinion of Richard O'Gorman, Esq., Counsel to the Corporation of New York.

LAW DEPARTMENT,
OFFICE OF THE COUNSEL TO THE CORPORATION.
NEW YORK, August 1st, 1870.

HON. RICH'D B. CONNOLLY, Comptroller, &c.:

DEAR SIR:—

I have the honor to acknowledge the receipt of your communication, in which your request my opinion whether certain lands in the Harlem River, between 91st and 104th Streets, and 107th and 108th Streets, extending to the Third Avenue, are owned by the city under the provisions of any of the charters and grants vesting the city with the title to land under water.

In answer thereto I beg leave to say:

A claim on behalf of the city to the lands in question can only be urged under the 3d section of the Dongan Charter of 22d of April, 1686, which grants to the

Corporation of the City of New York all the waste, vacant, unpatented and unappropriated lands lying and being within the City of New York and on Manhattan Island, extending and reaching to the low water mark, etc., not theretofore given or granted by any of the former Governors and Lieutenants or Commanders-in-Chief, or by any of the former Mayors, or Deputy Mayors, or Aldermen of the said city.

I am of the opinion that this grant did not convey the land in question, for the following reasons, viz.:

1st. In May, 1666, Governor Nicolls granted and conveyed to "the Inhabitants and Freeholders of Harlem," their successors and assigns forever, a large tract of land (embracing the land in question) by the following description: "All the land in Manhattan Island lying eastward and northward of a line commencing on the East River at the saw mills over against Hogges or Vercher's Island, and running due north until it strikes the Hudson River at the round meadows, together with all soils, meadows, creeks, marshes, waters, fishing, etc. (Hogges Island is now called Blackwell's Island. Hoffman's Title of Corporations, Vol. 1, page 147.)

Another patent was made to the said Inhabitants, etc., of Harlem, on the 11th of October, 1667, granting the same privileges and the same lands as were embraced in the former patent (of May), but reserving payment of certain duties, which did not, however, impair the force of the granting words of the patent.

On the 7th of March, 1686, Governor Dongan confirmed these patents or grants to the said Inhabitants, etc., of Harlem (See Book of Patents No. 6, page 192, in office of Secretary of State).

The boundaries and division line between the common lands of the then Town of Harlem and the then City of New York were definitely settled under the Colonial Act of 1774 (Laws of 1774, 1775, pages 171, 172 and 173. Also, Valentine's Laws, page 1156).

The division line began on the East River, about 74th Street, crossed Second Avenue at 79th Street, and struck the Hudson River about 129th Street.

2d. The lands in question are marsh or meadow lands lying along the Harlem River, above the original high water line, and not between the lines of high and low water.

They are designated as marshes or meadow land on the old maps of the city (Vide Commissioner's Map, 1807. Blue Book Maps. Drupp's Map of the City of

New York, 1867, compiled from surveys of Randall and Blackwell).

The grants to the said "Inhabitants, etc., of Harlem," in express terms, included all marshes, meadows, creeks and soils, and in my opinion embraced all lands, whether marsh or meadow lands, to the ordinary line of high water of the East or Harlem Rivers, although the same were sometimes, and at unusually high tides, partially or wholly submerged (Rogers v. Jones, 1 Wendell, 237).

The terms "marshes and meadows," used in the Nicolls charter of 1666, seems to me to be an apt and proper designation of land situate as are the lands in question.

These lands were claimed by the said Inhabitants, etc., of Harlem, under the grants and patents above mentioned, and were conveyed by them in the year 1672.

The competency of the Inhabitants and Freeholders of Harlem to take, hold and convey land, was recognized and approved by the Colonial Legislature in the enactment of the Laws of 1774 above referred to, appointing Commissioners to define the boundaries thereof, and, subsequently, by the Act of 1820, whereby the State Legislature provided that the land acquired by and under the patents and grants above mentioned, and not previously conveyed by them, shall be sold for the benefit of the Inhabitants, etc., of Harlem (Chapter 115, Laws of 1820).

I am unable to discover in the various charters of the city or in any of the grants of land under water to the corporation, any provisions which vest in the Mayor, etc., of the City of New York, any title to the land in question.

Yours truly,

RICHARD O'GORMAN,

Counsel to the Corporation.

Opinion of William C. Whitney, Esq., Counsel to the Corporation of New York.

LAW DEPARTMENT.

OFFICE OF THE COUNSEL TO THE CORPORATION.

NEW YORK, NOVEMBER 10, 1880.

HON. JOHN KELLY, Comptroller, Etc.:

Sir:—

I have received your letter of November 4th, transmitting the application made to the Commissioners of the Sinking Fund, by William F. Russell, Receiver of the Sixpenny Savings Bank, for a release of whatever claim, if any, the City of New York may possess to certain

lands, formerly under water, in certain streams, subject to the flow of tide water, running through the block bounded by 101st and 102d Streets and the Second and Third Avenues, which streams have been filled up by improvements made on the said premises, leaving no vestige thereof.

You then ask my advice as to the rights of the City in this land, and what action, if any, may legally be taken by the Commissioners of the Sinking Fund, to grant the relief asked for in said application.

I am aware of only one source from which it may be supposed that title to the lands in question has been derived by the Mayor, Aldermen and Commonalty of the City of New York, namely, the Dongan Charter, granted the 27th of April, 1686, by which the Sovereign "gave and granted unto the Mayor, Aldermen and Commonalty of the City of New York, all the waste, vacant, unpatented and unappropriated lands lying and being within the said City of New York, and of Manhattan Island aforesaid, extending and reaching to the low water mark in, by and through all parts of the said City of New York and Manhattan Island aforesaid, with all the rivers, rivulets, coves, creeks, ponds, waters and water-courses, in the said City and Island, or either of them, not heretofore given and granted by any of the former governors, lieutenants, or commanders-in-chief, under their, or some of their hands and seals, or seal of the Province, or by any of the former Mayors or Deputy Mayors and Aldermen of the said City of New York, to some respective person or persons, late inhabitants of the said City of New York or Manhattan Island, or of other parts of the said province."

The grant thus made was subsequently confirmed by the Montgomerie Charter, January 15th, 1730, and is sufficiently broad to include the lands in question if such lands had not theretofore been granted by competent authority.

Such a prior grant is found in the patent, dated May, 1666, granted by Richard Nicolls, Governor, unto the Freeholders and Inhabitants of Harlem.

In said grant it is provided that the extent "of their bounds shall be as follows, viz.: That from the west side of the fence of the said township a line be run due west four hundred English poles without variation of the compass, at the end whereof another line being drawn to run north and south with the variation, that is to say, north to the end of a certain piece of meadow

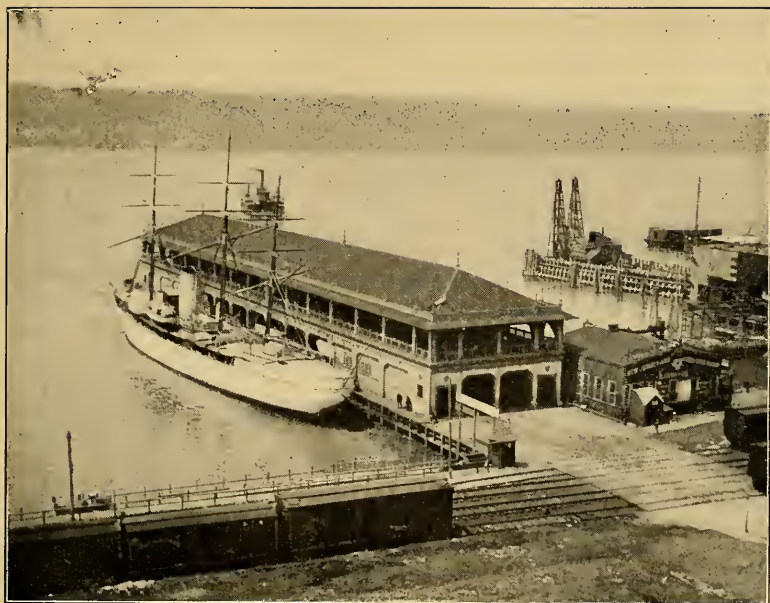
ground commonly called the Round Meadow, near or adjoining the Hudson River, and south to the saw mills over against Hog Island, commonly called Ferkin's Island, it shall be the west bounds of their lands, and all the lands lying and being within the said line so drawn north and south, as aforesaid, eastward to the town and Harlem River, as also to the North and East Rivers, shall belong to the Town, together with all the soils, creeks, quarries, woods, meadows, pastures, marshes, waters, fishings, huntings and fowlings and all other profits, commodities, emoluments and hereditaments to the said lands and premises within the said line belonging, or in anywise appertaining, with their, and every of their appurtenances, to have and to hold all and singular the said lands, hereditaments and premises with their and every of their appurtenances and every part and parcel thereof, to the said Freeholders and Inhabitants, their heirs, successors and assigns, to the proper use and behoof of the said Freeholders and Inhabitants, their heirs, successors and assigns forever." (Vide Liber No. 1, page 57, RECORD OF PATENTS, Office of the Secretary of State.)

The above mentioned patent was confirmed by a further patent, granted by Governor Nicolls, October 11th, 1666. (Vide Book of Patents No. 4, page 57.)

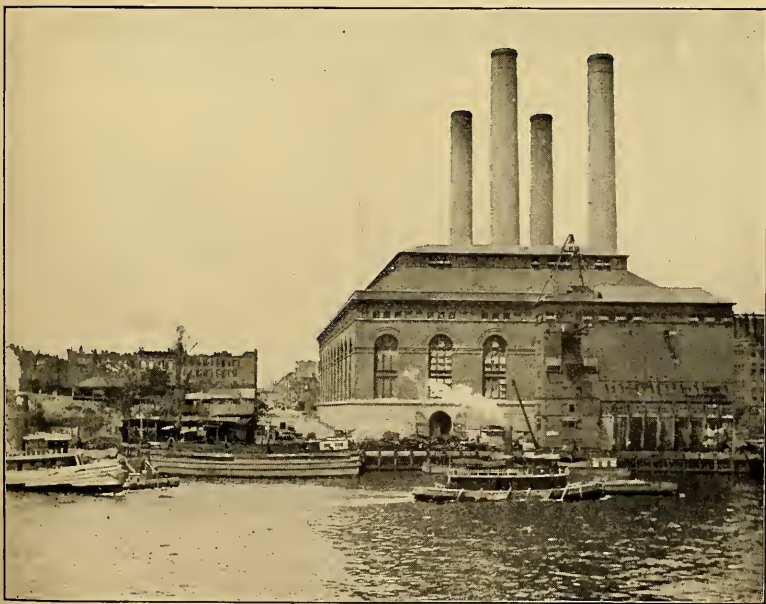
The patent was further confirmed by grant made by Thomas Dongan, Captain General, etc., dated March 7th, 1686, recorded in Book of Patents No. 6, page 192.

The last named patent confirmed to the "Freeholders and Inhabitants of the said Town of New Harlem, their heirs, successors and assigns, all and singular the before recited tract, parcel and parcels of land and meadow, butted and bounded as in the said patent is mentioned and expressed, together with all and singular the messuages, tenements, houses, buildings, barns, stables, orchards, gardens, pastures, mills, mill-dams, runs, streams, ponds, woods, under-woods, trees, timber, fencing, fishing, hawking, hunting and fowling, liberties, privileges, hereditaments and improvements whatsoever to the said tract of land and premises belonging or in anywise appertaining or accepted, reputed, taken or known or used, occupied and enjoyed as part or member thereof, with their and every of their appurtenances."

It is, therefore, plain that the lands and appurtenances granted to the Freeholders and Inhabitants of Harlem were saved and excepted from the operation of the grant made by Governor Dongan to the Mayor, Aldermen and



NORTHERN END OF THE NEW HARLEM LINE.
HUDSON RIVER AT THE FOOT OF 129TH STREET.



SOUTHERN END OF THE NEW HARLEM LINE.
EAST RIVER AT THE FOOT OF 74TH STREET.



Commonalty of the City of New York on the 27th day of April, 1686.

Subsequently to these grants, controversies arose between the Freeholders and Inhabitants of Harlem and the City of New York in relation to the boundaries of the land acquired by each under their respective grants.

In order to settle and determine such controversies, an Act was procured to be passed on the 24th day of March, 1772, by which Commissioners were named to fix upon and settle, and ascertain the boundaries between the Township of Harlem and the lands granted to the Mayor, Aldermen and Commonalty of the City of New York. The proceedings of the Commissioners under such Act were confirmed by an Act passed April 3d, 1775. (Vide Laws of New York, 1774 and 1775, pp. 171 and 172.)

It is understood that Hog Island, named in the grant, is now called Blackwell's Island. (Vide Hoffman's Estate and Rights of the Corporation, Vol. 1, page 147.)

The report of the Commissioners is recorded in the Register's office in the City of New York, wherein the extent and boundaries of Harlem Commons is set out by them.

The division line began on the East River, about 74th Street, crossed Second Avenue at or near 79th Street, and struck the Hudson River at about 129th Street.

It seems, therefore, that the premises in question are included within the grant to the Freeholders and Inhabitants of Harlem, and that the Mayor, Aldermen and Commonalty of the City of New York have acquired no title thereto under their charter.

The title of the Freeholders and Inhabitants of Harlem to the common lands acquired under the above recited grants, was transferred, by act of the Legislature passed March 28th, 1820, to trustees therein named and declared to be trustees in behalf of the said Freeholders and Inhabitants of Harlem, and seized in fee simple of the common lands, in trust, however, for the said Freeholders and Inhabitants, and invested with power to take possession of the said common lands, etc.

The Act further confers power upon the said trustees to sell the lands, and makes direction as to the disposition of the proceeds of such sale.

The validity of the last recited act has been passed upon by Chancellor Kent, in an opinion given by him

August 23, 1825, in relation to the title of a purchaser from said trustees.

I am, therefore, of the opinion, and advise you, that the Mayor, Aldermen and Commonalty of the City of New York have no right in the lands in question, and therefore, no action in relation thereto, by the Commissioners of the Sinking Fund, would be legal or proper.

Yours respectfully,

(Sgd.) WILLIAM C. WHITNEY,
Counsel to the Corporation.

A further elaborate and comprehensive discussion of the Harlem waterfront claims is to be found in the opinion of the Hon. Murray Hoffman, as follows :

Opinion of the Hon. Murray Hoffman, Relating to Harlem Mill Creek.

Mr. Voorhis is the owner of a piece of ground, lying between the Second and Third Avenues, on the northerly side of 108th Street stretching toward 109th Street. I shall assume for this opinion, that at the time of the Patents, Deeds and Statutes hereafter mentioned, down to 1775, a portion of the ground in question lay between high and low water mark, affected by the flux and reflux of the tide coming from an arm of the sea. But when the locality is fully understood, this proposition may admit of doubt. The exact position of the parcel must be more definitely pointed out.

The general course of Harlem River from Benson's Point, near 106th Street to about 117th Street, is northerly. About 107th Street a body of water sets up from the river, which I call Harlem River. It is sometimes marked as the East River. It stretches from the river westerly, and was known as Harlem Creek, sometimes Montanya's Creek.

About midway between 107th and 108th Streets a cove sets up northwardly from the general course of this creek and extends toward 109th Street. At the extremity of this cove is the strip of land in question covered at high water.

On the northern line of 108th Street, and between Second and Third Avenues, was a mill, a mill pond toward Third Avenue, and the water leaving the mill ran into this cove. There was a mill-dam just beyond Third Avenue.

This mill had been projected in 1661, when the Montanya family petitioned the authorities of Harlem for certain privileges for families about to settle near the

site. It was erected before 1747, but when, I have not traced. It is stated that small vessels or barges could come up to the mill at ordinary high water.

In the year 1837, the Second Avenue was opened according to law, and in the year 1849 was graded and traveled. Culverts were made at various points; but it is plain that there was no longer any flux or reflux of the tide at the place in question, and navigability of any description was destroyed to westward of Second Avenue.

I proceed to state the patents, etc., bearing upon the question, on the fact as assumed. The Patent of Governor Nicolls, of May, 1666, was entitled "A Patent granted to the Inhabitants and Freeholders of Harlem, alias Lancaster, upon the Island of Manhattan." It contained a grant as follows: I likewise grant unto the Freeholders and Inhabitants in general, their successors and assigns, the privileges of a town. The extent of their bounds shall be as follows, viz.: From the west side of the fence of the said township, a line be run due west four hundred English poles, without variation of the compass, at the end whereof another line being drawn to run north and south with the variation, that is to say, north to the very end of a certain piece of meadow ground, commonly called the Round Meadows, near or adjoining to Hudson River, and south to the saw mills over and against Hog Island, commonly called Ferkin's Island, it shall be the west bounds of the said land, and all the lands lying and being within the said line so drawn north and south as aforesaid, eastward to the town and HARLEM RIVER, AND ALSO TO THE NORTH AND EAST RIVERS, shall belong to the town, together with all the soils, creeks, quarries, woods, meadows, pastures, marshes, waters, fishings, and all other profits, hereditaments, etc.

The confirmation by Nicolls, of October, 1667, varies in these particulars: The island is called Vercher's or Hog Island, in the South or East River, and after the words "Harlem River," is added: "or any part of the said river on which this island doth abut."

This second patent is to Thomas Delavall and others, as patentees for themselves and associates, the Freeholders and Inhabitants of the Town.

The confirmation by Dongan, of the 7th of March, 1687 (1686) is also to the patentees, and adds the words: Mills, mill-dams, runs, streams, ponds, wood, etc. The Round Meadow of the Patent was a lot of salt meadow just north of Manhattanville, near the foot of 129th Street.

It is needless to attempt an explanation of these boundary lines. The settlement under the Act of 1772, ratified in 1775, must be taken as defining them, as matter of fact. But we notice that the rivers named are the Hudson River, the East River, and the Harlem River. The Verchen (Blackwell's Island) lies in the East River, and we may conclude, what other proofs show, that the East River proper ended at about 89th Street, opposite Middle Reef, and Harlem River was the arm beyond Gracie's Point. Here, it seems, was the point of division, according to grant and records. We notice also that it is the river to which the grant extends.

On the 10th of March, 1772, a Bill was brought from the Assembly to the Legislative Council entitled "An Act to settle and ESTABLISH the line or lines of a division between the City of New York and the Township of Harlem, so far as concerns the right of soil in controversy." On the 12th March it passed the Council, and on the 24th was approved by the Governor. The boundary having been settled, an Act was passed on the 3d of April, 1775, "To confirm the proceedings of the Commissioners heretofore appointed by a law of this colony, to settle the line or lines of division between the City of New York and the Township of Harlem, and for establishing the boundary line between said city and township.

The Statute of 1772 provided that the settlement of the line when recorded shall operate as a total extinguishment of all claim, title and interest of the township and of all persons, etc., in and to the lands to the southward and westward of such division line, and shall also operate as a total extinguishment of all the right, title and interest of the City of New York to all lands, etc., which shall lie to the northward and eastward of the said division line so to be ascertained and run out, the lands lying and being between high and low water mark within the City of New York to the northward and eastward of the said division line only excepted.

The City of New York, jurisdictionally, at any rate, included the lands to low water mark, even on the Westchester side of Harlem River.

The Statutes of 1775 ratified and confirmed the proceedings of the Commissioners, and we understand that the boundaries thus adjusted have remained unaltered and unquestioned since. The line run by the Commissioners commenced on the East River at 74th Street, crossed the Second Avenue at 79th Street, the Third

Avenue at 81st Street and struck the Hudson River near 129th Street.

Another and most important fact is the establishment of the title to the parcel in question. From the various deeds, abstracts of which are heretofore annexed, maps, surveys, old records and documents and statements of persons acquainted with the antiquities of Harlem, I am fully satisfied that this parcel was included in the partition which took place in 1711, 1712, among the Inhabitants, Freeholders and the representatives of the Patentees. It deserves especial notice, that Thomas Delavall was one of the Patentees, that each Patentee was to have twelve acres (sixty in all), and that in the deed of 1747, the parcel conveyed to Benson is called Delavall's land. Upon these documents and statutes I consider, 1st: That the best construction of the Patents and confirmation is that the strip between high and low water (the tideway, as it is conveniently called) passed to the Freeholders, etc., of Harlem. The grant embraces "lands, soils, waters, streams, meadows, marshes, runs, creeks and ponds." It would be difficult to get together terms which would more fully embrace anything of land, of water, and of any combination of the two. The word creek is as pertinent to a body of salt water as to one of fresh. In the Statute 5 and 6 Edw., 6th chap. 14, anyone bringing any wares, etc., toward any city, port, haven, creek or road of the realm from any port beyond sea should be subject to a penalty as provided. So in the Statute 5 Eliz., chap. 5, paragraph 8, it is forbidden to bring fishing vessels owned by strangers into any port or creek of the realm.

It is defined in the Encyclopedia "a port of a haven where anything is landed from the sea." So in Cunningham's Law Dictionary, it is "a port of a haven where anything is landed from the sea." And in Henry 4, chap. 40, we have: "in great ports of the sea, and not in Crykes or small 'arrivals.'" We can here draw a natural, and, we think, legal distinction between the river proper and a creek of it. The former is DEFINED by the general course (flum) of the body of the stream, and such course is from point to point, where there is an indentation into the land, properly a cove. The latter is that indentation. And we could very consistently hold that the land under water, within the cove, between high and low water, passed, but not outside of it. This view would be tenable even if that was an indentation from Harlem River; *a fortiori* when from Harlem Creek. But the creek itself, we contend, passed, and the case is then much stronger.

Again, we have the words "waters, lands and SOYLES." What is the meaning of this last word? The Lord Chancellor, in *The Attorney General vs. Johnson* (12 Wilson, Rep. 95) says, "A grant includes the water between high and low water mark, if it covers the SOIL." The right of wreck, says Lord Hale, affords a strong presumption that the soil is intended to pass (cited Hoffman's Law of the Corporation, etc. Appendix 108).

So in the important case of *Logen vs. Jones, I Wendell*, it is said, "The King has the property *tam aquae quam soli*." So in the rivers which have the flux and reflux of the sea. But by grant or prescription the subject may have the interest in the water AND soil of navigable rivers.

Instances are cited by Lord Hale of words in a grant sufficient to convey this right. But as the river is the boundary, there could be no pretence for carrying it beyond low water mark. Thus the right of the State is retained to the NAVIGABLE rivers in its true sense, and effect is given to the word SOYLE, which otherwise would convey nothing which is not conveyed by other words. There is, then, legal ground for holding that the slip between high and low water passed by the patents, and particularly at the locality of the property in question.

But the Act of 1772, and the confirmatory Act of 1775, create a difficulty. It is obvious that there was a controversy as to the rights of soyle between Harlem and the Corporation of New York; and we are to remember that, under the charters of Dongan, 1686, and of Montgomerie, 1730, the corporation became entitled to all waste, vacant and unpatented land on Manhattan Island reaching low water mark. (See Hoffman's Treatise, vol. 1, p. 180, etc.)

Here, then, is an express Legislative enactment that the title of New York shall not be extinguished by the Commissioners' adjustment of bounds, in the parcels between high and low water within the City. The City LIMITS included all, even to low water on the Westchester side. Then the fact that the parcel in question was comprised in the deeds consequent upon the partition of 1711 is most important. A title became vested in an individual before the statutes of 1772 and 1775. The source of such title was either old Dutch groundbriefs before 1666, in which case the patents of Nicolls operated as confirmation, or a direct grant by the proper officers of Harlem under the patents, (of which there was an example in February, 1672) or a confirmatory grant under

the patents of an older title. In Delavall's case the conclusion is next to a certainty that he took under the patent whether he had any title before or not. Then his title goes back to 1747, at least, and the action of the Legislature in the Statutes referred to, was wholly inoperative to divest a vested right, interest or title.

Let us concede, which admits of strong argument, that it amounts to an express legislative declaration that the title was in the City of New York, not merely that the adjustment should not impair whatever title they had; concede also that it was competent for the authorities of Harlem to compromise the interests of the Town in this RESPECT,—to restrict any right the town and inhabitants had to the tide-way. This could only be for the future. It is impossible that the compromise or surrender could in any form or manner prejudice or affect the right of a grantee acquiring title before the arrangement and getting it under the patents. The *quasi* corporation might bind for all future grants, but could not take away rights conferred under previous ones.

Thus we are come back to the question whether the several patents covered the soil under water at the place in question. If any conclusion had been that the strip in question could not be considered as having passed under the patent, then it did pass, under the charter, to the corporation of the city giving them the waste, vacant, unpatented lands around the island to low water mark. This grant, and its extent, is discussed in Hoffman's Treatise (Vol. I, p. 183). And it is considered that it covers the tideway, even where the upland adjoining was vested in another by a grant before 1686, but not comprising the tideway. But the corporation, in exercise of the power conferred by statutes (a portion of the power of eminent domain delegated to them), have opened the Second Avenue and effectually DESTROYED the navigability of the cove at this place in question, and all the advantages once arising from it.

Now, on the assumption that the title was in the corporation, this was an inquiry to interest or right, to be claimed and paid for, or compensated by benefits. The lands which clearly passed were subject to the exercise of this power of opening avenues and streets for public use; and the benefit arising from the flow of water at the place, and every possible interest in the soil was, of course, as liable. Even the late important case of *Gates v. The City of Milwaukee* is entirely consistent with this view. (See Gerard's Treatise, p. 14).

Upon the whole, I conclude that the title and right to the strip in question did pass under the patents, was vested before or in the year 1747, in one claiming under the patents, could not be affected by the statutes of 1772 and 1775, and is now vested in Mr. Voorhis.

New York, March 13, 1873.

(Signed) MURRAY HOFFMAN.

The acts of the Legislature referred to in the foregoing opinions will be found set out at length in Appendix E of this work. The Act of 1772 is entitled: "An Act to settle and establish the line or lines of division, between the City of New York and the Township of Harlem, so far as concerns the right of soil in controversy. Passed 24th day of March, 1772."

The Act, in its main features, names the commissioners and the manner in which proceedings shall be taken; grants authority to settle the line of division, and to cause the same to be run out and marked; provides that the royal approval shall be obtained within one year; and that the description shall be recorded, etc.; and that the line shall remain the established boundary; providing, further, for the charges to be paid by the Town of Harlem and by the City of New York.

The royal approbation having been secured within the time limited, the Act of the 3d April, 1775, was passed, entitled: "An Act to confirm the proceedings of the commissioners heretofore appointed by a law of this colony to settle the line or lines of division between the City of New York and the Township of Harlem, and for establishing the boundary between the said city and township." Omitting the preamble the enacting clause follows:

Be it therefore enacted by his honor the Lieutenant-Governor, the Council and the General Assembly, and it is hereby enacted by the authority of the same, that the said lines of division so settled, ascertained, fixed upon and adjudged, and above particularly mentioned and described, are and shall forever hereafter be and remain the boundary and division lines between the lands of the Mayor, Aldermen and Commonalty of the City of New York and Township of Harlem; and that the said lines of division so fixed upon, run out and marked as the boundary between the said lands of the Mayor, Aldermen and Commonalty of the City of New York and Township of Harlem, shall be and operate as a total extinguishment of all the right, title, interest, claim or pretences of claim whatsoever of the Township of Harlem, and of all and every other person and persons whatsoever claim-

ing or to claim under the said Township of Harlem of, in and to all and singular and every the lands, common of pasture, tenements, hereditaments, appurtenances and advantages whatsoever, which shall lie to the southward and westward of such division lines: and shall also at the same time operate as a total extinguishment of all the right, title, interest, claim or pretences of claim whatsoever, of the Mayor, Aldermen and Commonalty of the City of New York, and of all and every person or persons claiming under the said Mayor, Aldermen and Commonalty of the City of New York of, in and to all the lands, tenements, hereditaments and appurtenances whatsoever which shall lie to the eastward and northward of the said division or boundary lines (the lands lying and being between low and high water mark within the City of New York to the eastward and northward of the said division or boundary line or lines only excepted).

The additional sections of the Act provide that the boundary mentioned shall not affect the jurisdiction of the City of New York, nor affect private claims, and empower the committee of the Township of Harlem to sell the common lands.

To avoid entry upon the law of estoppel, a statement is here made that, under the enacting clause above reproduced, the question will be submitted to the Court, in the recovery of the Harlem lands and properties, as to whether or not the City of New York is estopped from denying that all lands north and east of the Harlem line, excepting the Harlem waterfrontage, belong to and are owned by the Town of New Harlem.

The Act of 1820 appoints trustees for the freeholders and inhabitants of Harlem seized in fee simple of the common lands.

The Act of 1823 grants power to the chancellor to fill vacancies, and provides that a majority vote of the trustees shall govern.

THE HARLEM LAND BOUNDARIES.

A well known principle of law holds that all within the limits of the description contained in a grant passes to the grantee.¹

The rule is that "When a patent or grant conveys a tract of land by metes and bounds, the land under water as well as other land will pass if the land under water lies within the bounds of the grant."²

If such is law, the Harlem River itself was included within

1. *Lownes v. Huntington*, 153 U. S. 1; 174 U. S. 230.
2. 19 Am. Dec. 493. (Cites *Rogers v. Jones*, 1 Wend. 293.)

the bounds of the grant, and passed to the Harlem patentees under the Harlem charters, subject to the right of navigation,—the description of lands granted including a large tract on the Westchester side of the river under the designation, “lots 1, 2, 3 and 4.” (Pp. 28, 41 and 120.)

It is not intended in this review to give the impression that the judges of the Court of Appeals of the State of New York have been or are in harmony of opinion on the subject of the Harlem waterfront vesting in the City of New York.

NEW YORK COURT OF APPEALS' DECISIONS IHARMONIOUS.

In the case of the Trustees of the Town of Brookhaven v. Strong, and other cases above referred to (p. 170), decided in said court, it is maintained that grants of land upon Long Island and vicinity (similar in form to the Harlem Patents), issued by Governors Nicolls and Dongan, conveyed to low water mark; legal sentiments practically the opposite to those set forth in the opinions of the Sage and Hart cases, and in accord with the decision in the case of Martin v. Waddell above mentioned. Harlem would seem to have been favored with a special ruling in its waterfront controversies; in States having a greater seaboard than New York, the courts holding that grants from the King of England, prior to the Revolution, conveyed to low water mark.

THE COMMON LAW OF ENGLAND.

References are made throughout these pages to the common law of England for the reason that all questions arising out of grants and interests in real property derived from the King of England must be construed and determined by the laws of England as they existed prior to the American Revolution.* Numerous leading cases adduce this principle of law, a case in New York State¹ holding that: “Two years earlier the Dutch surrendered New Amsterdam to Col. Nicolls who with an armed force asserted the right and authority of the Duke of York and the English government. The common law of England entered the city with him,” and by the constitution of the State of New York in 1777, it is declared: “That such parts of the common law of England and of the statute laws of Great Britain as together did form the laws of the colony on the 19th day of April, 1775, should be, and continue the laws of this State.”

1. Mayor v. Hart, 95 N. Y. 450.

TREATIES AND THE NEW YORK STATE CONSTITUTION.

It is assumed that, admittedly, treaties between nations constitute the "paramount law of the land."

The contention that by the treaties between Holland and England, and England and the United States, all rights and franchises under the Harlem patents became vested for all time in the grantees, will be reserved for the Court. A short consideration of the Constitution of the State of New York follows:

Article XXXVI of the Constitution of 1777.

XXXVI. And BE IT FURTHER ORDAINED, that all grants of lands within this State, made by the King of Great Britain, or persons acting under his authority, after the fourteenth day of October, one thousand seven hundred and seventy-five, shall be null and void; but that nothing in this Constitution contained, shall be construed to affect any grants of land, within this State, made by the authority of the same King or his predecessors, or to annul any charters to bodies politic, by him or them, or any of them, made prior to that day. And that none of the said charters shall be adjudged to be void, by reason of any nonuser or misuser of any of their respective rights or privileges, between the nineteenth day of April, in the year of our Lord one thousand seven hundred and seventy-five, and the publication of this Constitution. AND FURTHER, That all such of the officers, described in the said charters respectively, as, by the terms of the said charters, were to be appointed by the governor of the colony of New York, with or without the advice and consent of the council of the said King, in the said colony, shall henceforth be appointed by the council established by this Constitution for the appointment of officers in this State, until otherwise directed by the Legislature.

CONSTITUTION OF 1821.

(Article VII., Par. 14.)

All grants of land within this State, made by the King of Great Britain, or persons acting under his authority, after the fourteenth day of October, one thousand seven hundred and seventy-five, shall be null and void; but nothing contained in this Constitution, shall affect any grants of land within this State, made by the authority of the said King or his predecessors, or shall annul any charters to bodies politic or corporate, by him or them made, before that day; OR SHALL AFFECT ANY

SUCH GRANTS OR CHARTERS SINCE MADE BY THIS STATE, OR BY PERSONS ACTING UNDER ITS AUTHORITY; OR SHALL IMPAIR THE OBLIGATION OF ANY DEBTS CONTRACTED BY THE STATE, OR INDIVIDUALS, OR BODIES CORPORATE, OR ANY OTHER RIGHTS OF PROPERTY, OR ANY SUITS, ACTIONS, RIGHTS OF ACTION, OR OTHER PROCEEDINGS IN COURTS OF JUSTICE.¹

Article I, Par. 18, of the

Constitution of 1846,

is identical with the last-mentioned clause of the Constitution of 1821, while in Article I, Par 17, of the

Constitution of 1894,

the same clause is reproduced without change.

The difference between the wording of the clause in the Constitution of 1777 and that of the subsequent paragraphs of the constitutional provisions of 1821-1846 and 1894, can be clearly seen in the following juxtaposition of the sentences mentioned:

CONSTITUTION OF
1777.

That all grants of land within this State, made by the King of Great Britain, or persons acting under his authority, after the fourteenth day of October, one thousand seven hundred and seventy-five, shall be null and void; but that nothing in this Constitution contained shall be construed to affect any grants of land, within this State, made by the authority of the same King or his predecessors, or to annul any charters to bodies politic by him or them, or any of them, made prior to that day.

CONSTITUTIONS 1821,
1846, 1894.

All grants of land within this State, made by the King of Great Britain, or persons acting under his authority, after the fourteenth day of October, one thousand seven hundred and seventy-five, shall be null and void; but nothing contained in this Constitution shall affect any grants of land within this State, made by the authority of the said King or his predecessors, or shall annul any charters to bodies politic and corporate, by him or them made, before that day; or shall impair any other rights of property.

That the rights under the Harlem patents were intended to be vested in all respects is accentuated by the fact that for more than *one hundred and twenty-five years* since the inauguration and adoption of the first CONSTITUTION,—the 10th

1. Words in small capitals added.

day of July, 1776,—the birthday, as it were, of the State of New York, no legislative acts, or parts of acts in KNOWN contravention of the HARLEM GRANTS AND CHARTERS, and the rights thereunder, have been forthcoming.

While the object of the construction of a Constitution is to give effect to the intent of the people who adopted it, as a general rule this intent is to be found in the instrument itself.¹

In the memorable words of Mr. Chief Justice Marshall:²

As men whose intentions require no concealment generally employ the words which most directly and aptly express the idea they intend to convey, the enlightened patriots who framed our CONSTITUTION, and the people who adopted it, must be understood to have employed words in their natural sense, and to have intended what they said.

And, further, while from a well-known principle of jurisprudence, CONSTRUCTION gives way to ENFORCEMENT, when the law is plain and unambiguous; and in such cases it is provided that words are to be taken in the sense which they naturally bear on their face,³ and, moreover, a resort to contemporaneous interpretation must carry with it much of qualification and reserve, bearing in mind that the text itself was alone adopted by the people;⁴ yet in order to gather the full intent of the framers of the Constitution as adopted by the people and conveyed, in the language of the clause mentioned; to answer the question whether it was intended that grants and charters made by the King of Great Britain prior to October 14th, 1775, should or should not be invested with peculiar sanctity; to learn whether the provision that "nothing in this Constitution shall affect" the class of grants named, constitutes a restraint upon legislative power, or was inserted merely to indicate that the Constitution, in the abstract, had no power to affect such grants or annul charters to bodies corporate, granting that the words themselves are precise and unambiguous, it is submitted that it is essentially justifiable and necessary to resort to contemporaneous interpretation and to intelligently meet the problem of construction to apply the well-known canon of constitutional interpretation devised by Mr. Thomas Jefferson, in the words:

On every question of Construction (we should) carry ourselves back to the time when the Constitution was

1. Cooley Con. Lim., p. 69.

2. Gibbons v. Ogden, 9 Wheat., 187.

3. United States v. Fisher, 2 Cranch., 399.

4. Storey on the Constitution, 5 ed., p. 309-310.

adopted; recollect the spirit manifested in the debates; and, instead of trying what meaning may be squeezed out of the text, or invented against it, conform to the probable use in which it was passed.

Portions of the debates in convention, pertinent to the subject, follow:

DEBATES IN CONVENTION.¹

Mr. Murphy offered the following:

Resolved, That it be referred to the following committees respectively to inquire into the expediency of striking out of the Constitution, as useless and unnecessary, and liable to popular misconstruction, as follows:

"1. To the committee on the creation and division of estates in lands, so much of the Constitution as declares that nothing contained therein shall affect any grant of land within this State made by authority of the King of Great Britain or his predecessors before the 14th day of October, 1775, or affect any such grants since made by this State or by persons acting under its authority.

"2. To the committee on the organization of cities and villages, so much as declares that nothing contained therein shall annul any charters to bodies politic or corporate by the said King or his predecessors, made before the said date, or shall affect any such charters since made by this State, or by persons acting under its authority."

Mr. Murphy said it would be proper, in order to prevent misapprehension as to his object, to state that in offering this resolution he had no desire or wish to interfere with the rights of property, whether that property be in lands or in franchises in the nature of private property. If this provision be stricken out of the Constitution, there will still remain the provision that nothing contained in that instrument should affect or impair the obligations of contract or the right of property, which would serve every purpose for which this proposition was originally introduced. The object for which he introduced this resolution was to prevent a very common error in this community,—an extensive error,—that there is something in charters granted prior to the formation of the Constitution, so very sacred that they may not be touched, while charters granted since may be. Now, the charter of the city of Buffalo or Brooklyn may be

1. New York Constitution,—Debates in Convention, 1846, by Bishop and Atree, p. 117.

altered or repealed by the Legislature, but the moment you touched the ancient city of Albany, granted in 1686 by a royal Governor, you are touching something sacred. Now, he did not present an imaginary case here, but one in which we had before us every day,—the evidence of the truth of what he said. By the charter of the city of Albany, to which he referred, there is conferred on the Mayor the exclusive power to grant licenses to tavern keepers, as he was informed, (and if he was wrong the gentleman from Albany could correct him). And he understood that the Mayor of that city,—notwithstanding the supreme power of the State and the people of Albany have united to say that no license shall be granted,—persevered in granting them. He (Mr. M.) did not wish to be misunderstood on this subject. In regard to temperance, he did hold that the great cause was more likely to be injured than benefited by attempts to enforce obedience to a sumptuary law, as he regarded it. He merely referred to this as an illustration, and if it was law it should be obeyed, as well in Albany as in Buffalo. He held that all public powers were held in trust for private purposes, and he did not wish that the error should prevail, as it did in the community, and in high places, too, that the charter of a city was now protected by the Constitution from the exercise of the sovereign power. In regard to the form of the resolution, a part of it referred to the committee of which he was chairman. Properly, perhaps that did not belong, under the present arrangement of committees, to that committee, but, however, in order that it might be before some committee he had moved its reference there. It was immaterial whether it went there or to the committee on the rights and privileges of the citizen. It was a mere matter of form.

Mr. Jordan considered this a pretty important resolution in its principles, and he rose to move that it be laid on the table, so that in some form or other, the sense of the convention might be taken out before it was referred to a committee. It was a matter of very great question whether, under the treaty of 1783, between the British Government and the American People, we were at liberty, in any way, to legislate, either by Constitution or otherwise, so as to affect vested rights. He was not disposed to go into an explanation of his views at this time; he had risen but to move to lay the resolution on the table, in order to direct attention to it before it went to a committee.

The resolution was laid on the table, with the assent of Mr. Murphy.

DEBATES CONTINUED.¹

Mr. Murphy said, that, seeing the gentleman from New York in his place, he would now call up his resolution, No. 29 (Resolution omitted).

Mr. Shepard said it appeared to him that the gentleman from Kings had evidently mistaken the proper committee for the reference of this resolution; he proposed to commit it to the committee on the rights and privileges of citizens of this State. Now but a small portion of the gentleman's resolution can properly go to that committee,—only the grants to private individuals. But there are two important branches to that resolution. First, the one that relates to grants of land to individuals; secondly, the grants to bodies politic, corporations, etc. Now, grants of land made by the King of Great Britain, were made to individuals as well as to corporations. And the grants thus made to individuals may be thus very properly referred; but the grants thus made to bodies, do not come properly within the supervision of that committee. So the second branch of the gentleman's resolution, as to "charters to bodies politic and corporate, by him or them made," etc., ought not to go to committee No. 2 on the rights and privileges of citizens of this State. There is, in fact, no committee that has been raised in this convention that that subject can be appropriately referred to. He did not see that it came within the peculiar province of any of the present standing committees. Of those now raised, the one to whom it would seem to be the most proper to send it, was the 14th committee, the one on the organization, etc., of cities, towns and villages, and of which the gentleman from Kings (Mr. Murphy) was himself the chairman. But at the same time, it was very clear that vested rights in a city or village was not a matter of city or village organization. It does not enter into the mode of administering their local affairs; it has nothing to do with their organization; but if it is to be referred to any of the present standing committees, the 14th seems to be the most proper one. But, this is a matter of vast importance to the people in that part of the State which he had the honor in part to represent; in the city of New York, great rights were to be affected by the action

1. N. Y. Constitution, Debates in Convention, 1846, by Bishop and Attree, pp. 160-163, Atlas Edition.

of the committee on this subject; and he would therefore move its reference to a select committee of five.

Mr. Murphy was very happy to hear the gentleman from New York (Mr. Shepard) say that this resolution did not affect the rights and privileges of citizens of any portion of this State. It was precisely what he—

Mr. Shepard wished to correct the gentleman; what he said was that it did not so peculiarly affect the rights and privileges of the citizens of this State as to be referable to the committee on the rights and privileges of the citizens. Everything, however, that was or could be done here, must, directly or indirectly, affect every citizen, more or less.

Mr. Murphy said: He UNDERSTOOD the gentleman. And if this did not thus affect the rights and privileges of any of the citizens of this State, then the view in regard to the reference which he had taken of it was fortified by the views of the gentleman from New York (Mr. Shepard). But in speaking of this question of reference, the gentleman from New York has fallen into the very error which he (Mr. M.) had sought to remove by that resolution. He (Mr. M.) had originally proposed to refer the two parts of it to two distinct committees. He, then, the other day, called it up, and modified it, saying that he would waive the separate reference of its parts; that, probably, in first referring it he had been wrong, and that the reference belonged properly to Committee No. 2 on the rights and privileges of citizens, and to that committee he said he should move its reference, because, as he then said, the clauses proposed to be struck out were contained in that part of the Constitution which had been referred to committee No. 2 (Article 7 of the present Constitution, Sec. 14, referring particularly to the rights and privileges of citizens). Then why should the resolution not be referred to that committee? It was true, that so much of the resolution as related to corporations was not technically referable to that committee; but, in reality, even that subject very nearly and intimately concerned the rights and privileges of citizens. The gentleman from New York (Mr. Shepard) contends that a part relates to grants and lands to individuals, and the other part to bodies politic and incorporate (that have no existence, except what is termed a legal existence); and that, therefore, the reference is wrong. But he contended the whole subject more or less affected all citizens of the State, and their rights and privileges, and, therefore, ought to go

to the committee having that very important matter in charge. The gentleman had talked about vested rights. Now, he (Mr. M.) did not wish to interfere with vested rights, as, from this resolution, some had supposed. And if the gentleman had examined this matter, he would have seen a reservation in this resolution on this very subject in favor of vested rights. He did not propose to attack any vested rights here at all; but he did propose a thorough examination into all that POLITICAL POWER arising out of what was called vested rights in corporations, and which was so often shamefully exercised by corporations to the injury of the rights and privileges of the great body of citizens. This was what he did intend most fully: That the convention should inquire into this corruptly exercised political power,—which some gentlemen seem to regard as, in a measure, sacred,—that must not be examined into or touched in any way. But he denied this position; for the rights of man (as had been said by a distinguished writer many years ago), the rights of man, were not the rights of one generation, and they cannot be monopolized,—they belong to all! And if there is anything in the charter of any city, etc., which interferes with the political rights of man, it must fall; powers of all kinds which interfere with man's individual and political rights cannot stand,—they must fall. They cannot be vested. The gentleman had also fallen into a further error, in supposing that there is something peculiarly powerful in royal grants. Now, the people here succeeded to all the royally-conferred power. They succeeded to all the powers, rights and prerogatives enjoyed in this country by royalty previous to the Revolution. After that Revolution they were the sole depositaries and exercisers of these powers. And whatever the King of Great Britain could have done before that Revolution, the people could do now; and what they cannot now do, the King could not have done then. The clauses he desired to strike out of the Constitution had been very mischievous and injurious to the people in their tendencies. We found men, even in high places,—and found members in that convention,—and they found legislative bodies putting constructions on these clauses of the Constitution which have frequently been repudiated by the most eminent men, and by the courts of law. These clauses had led to the perpetration of most monstrous and mischievous errors; not only in the case of the City of Albany, to which he referred the other day, but in the legislature. There

was an instance of a town setting up the same question of royal grants. The town of Huntington, in Suffolk County, was a royally chartered town, and the Legislature gravely referred it to the then Attorney General, now Chief Justice, to get his opinion, whether they possessed the power to divide the town of Huntington, in consequence of its being a royal grant and charter. What did he do? He reported as he (Mr. M.) contended now. He stated in his opinion (Assembly documents of 1830) that this very proposition, which it is now sought by this resolution to have expunged from the Constitution, was an entire nullity, and had no business there. That was the opinion of your present Chief Justice. Then, why not let this go to the committee, selected by the President from the body of the house, and, in his opinion, proper to take into consideration the rights of citizens of this State, and those of other than its citizens, in this matter, and to look to the rights of the whole State. He knew that this touched very closely the opinions of his friends from New York, and the citizens there; but there were those even there who did not believe that chartered rights were of such a nature as to prevent an exercise of sovereignty here with a view to correct evils. No! the spirit of Leggett still lives there, and there were many, very many, there who wished to see this doctrine of vested political rights broken up. With a view of having it sent to the proper committee, and not to those whose peculiar interest and local feelings were involved, he desired it should go to the committee, at the head of which was the most experienced and venerable member from Dutchess.

Mr. Shepard certainly did not propose to examine, nor did he, in any degree, examine, the section of the Constitution which the gentleman from Kings had introduced by way of amendment. It had appeared to him that to examine that would be to discuss the merits of this question, and with the merits of it at this stage of the proceedings he determined to have nothing to do. The gentleman from Kings had not answered his (Mr. S.'s) objection to the reference, except by stating that the particular section of the Constitution which he proposes to strike out, and in place of which he proposes to insert his substitute, was arranged in the 7th Article of the present Constitution, among the rights and privileges of citizens of the State. So it was,—that was conceded,—but there were other things arranged there, too. There were propositions in regard to the rights of toll, and some

other matters not peculiarly the subject of privilege to the citizens of the State.

Mr. Murphy said, as he stated before, he did not propose, in his resolution, to interfere with the rights of property.

Mr. Shepard understood the gentleman to say so. He confessed he did not understand the section to be as broad as that; and whether it was so or not, he did not feel at liberty to examine, as he was not discussing the merits of the proposition. If he (Mr. S.) should undertake to convince the President that the vested rights of the City of New York were now secured,—that the proposition was substantially defective in its merits,—he would be decided to be out of order. Now, he would take up the argument he left off a moment since. And supposing that the 7th Article of the Constitution was entirely made up of the enumeration of the rights and privileges of citizens of the State, still that would propose nothing in favor of the present reference. Why? Because you appointed a standing committee, and referred to them various subjects without any reference to the particular part of the Constitution in which these subjects were placed at present. Accordingly, his (Mr. S.'s) colleagues from New York had reported upon the veto power in connection with the duties of the Executive of the State. These were not found together in the present Constitution, but were widely separated. Now, he must say, to pass on to another consideration, that he was under peculiar obligations to the gentleman from Kings for placing on his lips arguments that he did not use, and he would concede, all the arguments so placed had been satisfactorily and triumphantly answered. But he would not say as much for the arguments he (Mr. S.) had placed on his own lips. Now, he did not stand here as the advocate of royal grants, except so far as they had been acquiesced in by the people, and were acted upon for the advantages of the interests of the State by the grantees themselves. He supposed that vested rights were sacred, though the gentleman appeared to think not. He supposed, that, aside from any provision in the Constitution, that they would be protected by the genius and spirit of our laws. There was no danger, whether the proposition was in the Constitution or stricken out. But there was a large class of rights which the City of New York exercises. It is an extensive corporation, and stood in two relations to the people of this State. First, as a large political corporation, exercising the

rights of political government; and, in the second place, as a large private corporation, exercising the rights of such corporations, taking fees, and deriving a large revenue from sources such as a mere public corporation had no right to derive it from. The right of the corporation had been secured by a long chain of statutes, and by a number of courts, extending through many years, and it seemed to him that it would be entirely unwise for the mere purpose, as the gentleman in conclusion states, of avoiding popular misconstruction, hastily to cast aside these sections of the Constitution that were inserted by the wise foresight of the Convention of 1821, for the purpose of securing those great private rights about which we have been speaking. It seemed to him to be unwise for that purpose merely to strike these propositions out, without the fullest and most comprehensive examination. Now, he desired that examination should be made by a proper committee. He had no objection to the committee of which the venerable gentleman from Dutchess (Mr. Talmage) was chairman, except that in the order and division of the business it had nothing to do with the subject. And it seemed to him that would be a conclusive objection. It applied to every other committee as well, as he would undertake to demonstrate, if the gentleman from Kings should think differently. There was no alternative but a special committee; and there was in the magnitude of the question itself everything to call for its consideration by a special committee at the hands of the convention.

Mr. Morris agreed with the gentleman from Kings, that the proper reference of this subject was to the standing committee on the rights and privileges of citizens. He agreed also with that gentleman, that he had correctly stated the law on the subject of corporations, etc.; and he (Mr. M.) did not know,—he was not aware that there had been, any different opinion entertained since the delivery of the learned opinion to which the gentleman had referred. No one now dreamed or contended that political power given to corporations of any kind could not be touched. That was conceded by all,—all contended that it only required a two-thirds vote to affect or alter them, whether granted by king or given by people. There was no man, anywhere, even though the spirit of Leggett was not there, that would contend for a contrary doctrine. Then the object of the clause in the Constitution which the gentleman wishes to have stricken out was nugatory, and could only be to preserve private

rights. When we lawyers said "private rights," we meant the rights of property of incorporations as well as of individuals. It did strike him, therefore, that the proper committee was the one the gentleman from Kings had selected,—on the rights and privileges of the citizens,—whether the citizen was made by God or manufactured by man.

Mr. Shepard was not aware before that a corporation was a citizen,—he was very much obliged to his colleague for informing him of the fact.

The question was then put on referring to the eleventh standing committee and it was agreed to.

REPORT OF COMMITTEE.¹

The report of "The Committee (No. 11) on the rights and privileges of the citizens of the State." Paragraph or Section 19 reported without change:

Mr. Talmage (chairman) said that his committee had spent much time, labor, and research upon the subject contained in this report. They had retained all these provisions contained in the existing Constitution which it was not deemed desirable to amend or alter; and in order to facilitate members, etc., in understanding the report, the committee had carefully distinguished the old from the new provisions inserted. With regard to the resolutions which had been offered by the members of the convention from time to time, and had been referred to his committee, he would state that they had, each and all, been carefully considered by the committee; and if those gentlemen who offered them did not find them embodied in this report, it was because the committee either considered the resolutions as properly appertaining to legislation (which was the case with many of them), or else, where the committee had been opposed to any action on, or to the adoption of, the resolutions or propositions presented to them. But the gentlemen who presented those resolutions would, however, have an opportunity to present them in the shape of amendments to the report, when the Convention came to act upon it, section by section, in committee of the whole. And he would further state, that when the sections came up in order for consideration hereafter, some member of the committee would explain the reasons that had actuated them in their adoption as they stood; and for this reason the committee had not made any report in detail. He would not now remark any further, as he wished to avoid all dis-

1. New York Constitution, Debates in Convention, 1846, by Bishop and Attree, p. 196. Atlas Edition, page 196.

cussion on the report at present; and therefore moved its reference to the committee of the whole. It was referred as usual.

DEBATE CONTINUED.¹

Mr. Townsend offered a substitute for the seventh section.

The Chair said the motion was not now in order.

The seventh section was then read:

“Sec. 13. All grants of land within this State, made by the King of Great Britain, or persons acting under his authority, after the fourteenth day of October, one thousand seven hundred and seventy-five, shall be null and void; but nothing contained in this Constitution shall affect any grants of land within this State made by the authority of the said King, or his predecessors, or shall annul any charters to bodies politic and corporate, by him or them made, before that day; or shall affect any such grants or charters since made by this State, or by persons acting under its authority, or shall impair the obligation of any debts contracted by the State, or individuals, or bodies corporate, or any right of property, or any suits, actions, or other proceedings in courts of justice.”

Mr. Dodd asked for the previous question, but it was not seconded.

Mr. Murphy proposed the following amendment:

“But such charters to bodies politic or corporate made by the King of England shall have no other or greater effect, by virtue of this section, than similar charters granted by law in this State.”

Mr. Allen opposed the amendment.

Mr. Bascom moved to strike out the last two lines of the section, as being entirely unnecessary. Lost.

The debate was continued by Messrs. Simmons, O'Connor, Stetson, Worden and Russell.

Mr. Worden moved the previous question, and it was passed, 49 to 40.

The amendment of Mr. Murphy was negatived, 68 to 30.

The section was agreed to, 69 to 23.

The convention then adjourned.

THE MISSING RECORDS.

The Town of New Harlem, geographically and otherwise, proved to be a “thorn in the flesh” to the City of New York.

1. New York Constitution, Debates in Convention, 1846, by Bishop and Attree, p. 1046, Atlas Edition.

New York City wished to spread over the whole island of Manhattan. In full possession of the upper half of the island, north and east of a line running from 74th Street and the East River to 129th Street and the Hudson, stood Harlem. Must the growing town be recognized as a separate and distinct corporation within the city limits, with all its independent rights, privileges, franchises and belongings, including ferry rights, water rights, courts, etc,—by Royal Charter a town within the municipality,—or should the overgrown Dutch village “built for sheep and not for ships,”¹ be gradually absorbed, lose its name, its activity, its officers, courts, records and lands, and become merged and hidden in the greater city ?

There is little cause for wonder at the efforts made by the City on many occasions to increase this dependency of the town, and especially in the promulgation of the charter of liberties (p. 115). Nor is it strange that a portion of the town lands should have been sold through the agency of no less a celebrity than William Tweed himself, or that the City should seize upon the waterfront, the belt surrounding the town lands between high and low water mark, from 74th Street on the East River to 129th Street on the Hudson, or that the learned justices of the Supreme Court and of the Court of Appeals (the highest judicial tribunal of the State of New York) should maintain, in the absence of any representation of the Town of New Harlem, by counsel or otherwise, in the various water-front suits, the City’s contention that the Harlem patents convey only to HIGH-WATER MARK. But that the City, in years past, should have resorted to the mutilation of records; should have bought up (and thus suppressed) publications bearing upon Harlem and the titles to its lands; withdrawn and secreted volumes of ancient deeds, titles and other manuscripts from the City archives, in the only too apparent effort to prevent the reclamation of the Harlem lands, comes in the nature of a shock to the public sensibility of right and the Anglo-Saxon love of fair play.

Grim’s Essay tells of the first overt act, though small in itself, in a long series of attempts by the City of New York to prevent the substantiation of the Harlem claims. In that publication the author describes the seizure of the books from his hands, seventy years ago, by the Register of the City of New York, in a refusal to permit an inspection of the public records by a citizen, with a view to the publication of an index of all conveyances on file in the City archives.



LOOKING NORTHWARD, NEAR THE UPPER END OF THE NEW HARLEM
LINE.

THE WHITE LINE, MARKING APPROXIMATELY THE WESTERN BOUNDARY OF NEW
HARLEM, RUNS BACK OF COLUMBIA COLLEGE LIBRARY AND ENDS NORTH OF GRANT'S
TOMB.



NEW HARLEM LINE FROM THE NORTH.

LOOKING SOUTHWARD FROM CATHEDRAL HEIGHTS, ALONG NEW HARLEM LINE, TO
ITS SOUTHERN POINT ON THE EAST RIVER.

Herbert L. Osgood, a Professor at Columbia University, in his "Report of the Archives and Public Records of the State of New York and of the City of New York,"¹ gives in detail the much to be deplored condition of the City records, quotes the criminal code on the subject of *STOLEN RECORDS*, and mentions not only pages and volumes, but even sets of records, missing from the City depositories.

It is of general public interest to know that fifty-six valuable city maps of city lands have disappeared from the map room of the Register's office, and that the following volumes of conveyances are missing from the same office: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 19, 20, 22, 24, 27.

THE LONG LOST HARLEM RECORDS.

What are commonly known as the "Harlem Records" consist of volumes of records of the Town Court, some twenty in number, with manuscripts and other papers, setting forth the ancient records of the Town of New Harlem; wills, deeds and other documents of the freeholders and inhabitants of the body corporate, and containing further the story of the existence of the Town from the time of the patents, 1666 and 1686 (including Town Meetings and the like).

Under the claims put forward by the descendants of the patentees, as herein-above described, these records must prove of inestimable value to the present owners of land situated north and east of the Harlem line. (See map Appendix.)

If the Courts should hold that, according to precedent the power of alienation vests in the Town, the claim and demand on behalf of the Town will include all lands in the territory mentioned and described in the Harlem grants and charters, except such as may have been hitherto legally alienated. This will manifestly necessitate a close inspection of the abstracts of all titles to lands above the Harlem line stretching from 74th Street and the East River to 129th Street and the Hudson River. In that case, all titles that can trace back to the patentees or to town deeds will be held to be valid. The lost Harlem Records alone can solve the problem of the Harlem titles.

In the effort to recover the Harlem lands and properties, the importance of the lost records, not only to descendants of the patentees, but to all property owners above the Harlem line, was early appreciated by those engaged in the work, and earnest efforts made to discover their whereabouts. The complete suc-

1. Printed by the Government at Washington, in 1901.

cess that has attended these efforts may cause more or less surprise, resulting at is has in the tracing of the missing records to the TITLE GUARANTEE AND TRUST COMPANY, of No. 146 Broadway, New York City.

It is stated upon the best authority,—no less than the company itself,—that the public has been denied the privilege of viewing these missing records since their acquisition by the company, some twenty years ago.

The following letter, received by Mr. Potter, the head of the genealogical department in the undertaking to recover the Harlem lands and properties, in reply to his request for an inspection of the Harlem records, or for a translation of a part of the same from Dutch into English, explains fully the attitude the company assumes in relation to these long-lost records:

CAPITAL AND SURPLUS \$ 8,000,000

Title Guarantee and Trust Company,

146 Broadway.

REAL ESTATE TITLE INSURANCE.

CLARENCE H. KELLEY
PRESIDENT
CHARLES M. DOW,
2ND VICE PRESIDENT
EDWARD O. STANLEY
TREASURER
JOHN W. SHEPARD,
1ST TREAS.

FRANK BAILEY
VICE PRESIDENT
CLINTON D. BURDICK
SECRETARY
J. WRAY CLEVELAND } ASST.
NELSON B. SIMON } SECRETARIES
HORACE ANDERSON }

*Borough Office,
115 Thomson Street
Manufacturers Branch,
128 Montague Street*

New York, June 13, *1903*

Sterling Potter, Esq.,
348 Broadway,
City.

Dear Sir:-

I have your favor of June 11th in regard to the Harlem records. I think we explained to you why we purchased those papers originally. We preferred that as little publicity as possible be given to them and found the ownership of them so troublesome because of continual requests to see them that the Company disposed of them to friendly parties. The present owners would prefer that no translations be made from them and that their ownership of them should not be known.

Yours very truly,

Horace Anderson

Ass't Secretary.

LETTER FROM THE ASSISTANT SECRETARY OF THE TITLE GUARANTEE AND TRUST CO., TO MR. STERLING POTTER.

The following letter from the President of the Title Guarantee and Trust Company, received by Mr. Anderson Price, of the firm of Blair, Price & Lyman, No. 25 Broad Street, New York, in reply to his communication in relation to the Harlem records, is reproduced herewith by permission of Mr. Price:

CAPITAL AND SURPLUS \$ 8,000,000

Title Guarantee and Trust Company,

146 Broadway

REAL ESTATE TITLE INSURANCE.

CLARENCE H. KELSEY, PRESIDENT
CHARLES M. DOW, 2ND VICE PRESIDENT
EDWARD O. STANLEY, TREASURER
JOHN W. SHEPARD, ASST. TREAS.

FRANK BAILEY, VICE PRESIDENT
CLYTON D. BURDICK, SECRETARY
J. WRAY CLEVELAND, ASST. SECRETARIES
NELSON B. SIMON
HORACE ANDERSON

Brooklyn Office,
175 Hanson Street
Manufacturers Building
128 Montague Street

New York, July 17th, 1903.

Mr. Anderson Price,
25 Broad St., N. Y.

Dear Sir:-

Referring to your letter of July 13th, I could say that the owners of the records do not wish to open them to examination and inspection.

Truly yours,

C. H. Kelsey

*At Huntington I don't
know how*

What can we do with

such a man? write

Huntington

LETTER FROM THE PRESIDENT OF THE TITLE GUARANTEE AND TRUST CO., TO MR. ANDERSON PRICE.

It will be noticed that in the Company's reply to Mr. Potter, it is admitted:

1st. That the Harlem Records were purchased by the Title Guarantee and Trust Company.

2d. That the Company "preferred that as little publicity as possible be given them."

3d. That because of continual requests to see them, the ownership became troublesome and the Company disposed of them to "friendly parties."

4th. That the "friendly parties" prefer that no translations be made from them and that their ownership should not be known.

FORMER EFFORTS TO RECOVER HARLEM LANDS.

Many unincorporated associations, and at least three incorporated bodies have, in the past, been formed by the descendants of the twenty-three original patentees, all having for their object the recovery of the lands in question, and all proceeding upon the theory of INDIVIDUAL OWNERSHIP in the Common Lands of Harlem,—a theory based upon the conclusion that the living descendants of the twenty-three patentees are tenants-in-common, and that, being such, one heir can sue for the benefit of all.

One determined effort to recover the Harlem lands was made in the years 1884 to 1887,—the only attempt culminating in a suit based upon the theory mentioned,—resulting in the dismissal of all proceedings in the Circuit Court of the United States in the City of New York.

A company was incorporated, with John C. Fremont, President, made up of three or four hundred descendants of the patentees, capitalized at \$100,000, for the express purpose of reclaiming the Harlem lands; so-called legal advice was first secured, to the effect that the descendants were TENANTS IN COMMON, and that one could sue for all. Meetings were held in different parts of the country; the stock of the company sold to the confiding claimants at \$25.00 per share; Bibles and documentary data relating to the proof of descent from the patentees transferred to and retained by the company; and, finally, a suit brought in the name of Simon P. Morgan v. Samuel J. Waldron in the Circuit Court of the United States, as above indicated,—a pursuit of an IGNIS FATUUS, born of the densest ignorance, and following closely in many respects the border line of criminality.

THE PRESENT UNDERTAKING.

Nearly two years ago, Mr. Henry Pennington Toler, a mem-

ber of the New York Stock Exchange and a resident of the City of New York, undertook to recover the Harlem lands and properties, and therein to trace and prove the direct descent of the living heirs of the twenty-three original Harlem patentees throughout a period of more than two hundred and fifty years. The work was undertaken upon the theory that these living descendants are members of a corporation,—the Town of New Harlem,—in contradistinction to the idea of individual ownership and the tenancy-in-common theory of past efforts to recover the Harlem lands. An ingenious method of charting the various data appertaining to the births, baptisms, marriages and deaths of the descendants from generation to generation, was devised. The work itself has grown into a regular business, and has reached such proportions, that at the present day over forty expert workers are employed in four large offices in New York City. As a result of two years' labor, more than 16,000 living descendants of the original patentees have been traced and proved by birth, baptism and marriage, back to the patentees. At a conservative estimate, the number of members of the town corporation having the right to attend and participate in a town meeting will not be far from 40,000. The plan for the recovery of the Harlem lands and properties on behalf of the descendants of the patentees is simple to a degree, comprising, as it does, the holding of a town meeting for the purpose of assembling members of the body corporate for the transaction of business, and especially to take steps to eject trespassers from the Town lands; to be immediately followed by the institution of a test case in the Circuit Court of the United States for the Southern District of New York.

The liability for costs in the case mentioned, in the event of an adverse decision, would amount to a mere nominal sum. This liability, however, with any subsequent costs that may be incurred in taking the case on appeal to the Supreme Court at Washington, if such action becomes necessary, is to be assumed by Mr. Henry Pennington Toler. There is, therefore, no liability whatever attaching to the Town or its members in the recovery of the Harlem lands and properties.

The descendants are being traced and proved at the rate of about 2,000 per month.

The purpose of the undertaking (together with a synopsis of the nature of the claims involved) appears in the first communication issued to the heirs, in the form of a circular letter, dated May 1st, 1903, as follows:

CIRCULAR LETTER.

TOLER & NUTTING,

COUNSELLORS AT LAW,

Exchange Court,

William Pennington Toler.

(Room 3),

Harmon De Pau Nutting.

Exchange Place,

New York.

Telephone Connection.

MAY 1, 1903.

My Dear Sir or Madam:

(1.) As a descendant from one of the twenty-three grantees in the Patents and Grants herein described, you are directly interested in lands and properties, many millions in value, situated within the limits of the present City of New York, together with rights, privileges and franchises connected therewith.

(2.) Between 1664 and 1688, under Grants and Charters from the King of England and his brother, the Duke of York, through Governors Nicolls and Dongan, twenty-three men were created a Corporation known as the "Town of New Harlem," and said body corporate, under such Grants and Charters, became owner of certain lands on Manhattan Island (now forming a part of the City of New York), together with certain rights, privileges and franchises, among others, those incident to the constitution and government of a town, as more particularly set forth in said Grants and Charters.

(3.) The names of the twenty-three grantees (including your ancestor) follow:

John Delavall,
 Resolved Waldron,
 Joost Van Oblinus (Oblinus),
 Daniel Tourneur,
 Adolph Meyer (Myer),
 John Spragge,
 Jan Hendricks Brevoort,
 Jan Delamater,
 Isaac Delamater,
 Barent Waldron,
 Johannes Vermilje (Vermilye),
 Lawrence Jansen (Lowe),
 Peter Van Oblinus (Oblenus),
 Jan Dykeman (Dyckman),
 Jan Nagel,
 Arent Harmanse (Bussing),
 Cornelis Jansen (Kortright),

Jacqueline Tourneur,
 Hester Delamater,
 Johannes Verveelen (Van Valen),
 William Haldron (Holdrum),
 Abraham Montanie (De La Montayne),
 Peter Parmentier.

(4.) All lands on Manhattan Island, east and north of the line between New York and Harlem, and certain other lands outside of said island, were given, granted and conveyed by said patents to the twenty-three grantees above named, and to their "heirs, successors and assigns forever."

(5.) As such descendant, as aforesaid, you are a member of said Corporation and entitled to participate in its government, including, among other powers, the right to reduce to possession and to dispose of all lands and properties belonging to said Corporation not heretofore lawfully alienated.

(6.) Certain of the lands so granted were divided by the Town among the twenty-three original members of the Corporation; certain other of such lands remain to-day undivided, either unoccupied or in the possession of unlawful occupants.

(7.) All previous efforts to recover these lands, rights and properties have failed, because based on the theory that, in law, said properties vested in the individual heirs of the original twenty-three grantees named, instead of in the Corporation, the "Town of New Harlem," as is now known.

(8.) It therefore becomes necessary, in order to exercise control over or disposition of such lands and properties so belonging to the "Town of New Harlem," that the Town, as such, in its corporate capacity, take the initial action in any such proceedings.

(9.) The "Town of New Harlem" Corporation, being now dormant, must therefore hold a Town Meeting for the purpose of electing proper officers, adopting a common Seal and taking such other corporate action as may be found necessary to enable it to resume the exercise of its corporate functions.

(10.) A little less than two years ago Mr. Henry Pennington Toler undertook:

I. To trace the living descendants and prove their descent from the said twenty-three original grantees, by means of church and public records, ancient manuscripts and other sources of informa-

tion and evidences which at this time it is not deemed advisable to disclose.

II. To secure proof of the location, extent and present condition of the lands and properties conveyed by said Grants and Charters.

III. To investigate and determine through counsel the requisite legal methods for the recovery of said rights and properties,—involving an exhaustive research of all facts and law bearing on the subject.

(II.) It is needless to add that these efforts have been successfully carried on without the aid of the "Harlem Records," which records, as is well known, were several years ago abstracted from the New York City Archives.

(12.) The primary purpose of this communication is to secure authority to legally call a Town Meeting of the "Town of New Harlem" (of which notice will be hereafter given),—a meeting of successors,—the living descendants of the twenty-three original grantees herein described. To this end and purpose, a document, duplicate of the one enclosed, granting the necessary authority for calling such meeting, is being forwarded to each member of such Corporation traced and located as above indicated. You are requested to sign and acknowledge before a Notary Public "Authority to Call a Meeting" herewith enclosed.

(13.) It is manifest, that with the thousands of members of said body corporate, widely scattered as they are, it is inexpedient and impracticable, if not impossible, for them to unite, recover, control and govern the vast properties and interests involved as a body aggregate, except in one way, viz.: by the appointment of an attorney in fact,—one head,—one duly authorized representative or sole agent,—to act for and in the place of said body and its numerous members.

(14.) When a meeting of the Corporation shall have been held, and its proper officers duly elected from among the members, Mr. Henry Pennington Toler will present to such meeting an offer to commence and prosecute, for and on behalf of said Corporation and its members, suits in equity or other appropriate actions to recover the lands and properties now belonging to said Corporation unlawfully withheld from its control, to the end that such Town may make proper division of such lands, properties and rights among the members thereof. Mr. Toler, in consideration of his undertaking the re-

covery of said lands, and of the cost incurred and to be incurred by him, having acquired, at his own expense, the necessary proofs and evidences for this purpose, will ask of said Corporation a sum equal to one-quarter of the net proceeds of the properties upon the recovery, division and disposal of same. It is expressly understood and agreed that you are not held responsible or liable for any expense heretofore or hereafter incurred by Mr. Toler in this matter, nor shall he be liable to said Corporation, or to the members thereof, for any costs or expenses incurred by the Town or such members.

(15.) To insure the largest possible representation at such meeting of the living members of said Corporation, we are counting upon the assistance of yourself and all other members, and would respectfully urge upon you the importance of duly acknowledging the enclosed "Authority to Call a Meeting" of the "Town of New Harlem," and returning same at once.

(16.) The genealogical work we have been preparing for publication is in print, and when completed will constitute a "Membership Roll" of said body corporate.

(17.) If any members of your family (who are in the same line of descent as yourself) have not received copies of this letter, please send us their full names and postoffice addresses at once. Bear in mind that all descended directly from the twenty-three original grantees through the male line, or collaterally by marriage through the female line (keeping in mind that the blood of the twenty-three original patentees only is being traced) are members of the Corporation.

(18.) All descendants over fourteen years of age are asked to execute the "Authority to Call a Meeting."

(19.) If any descendant has at any time signed any quit claim, deed or similar document affecting his supposed interest in any Harlem lands as an "heir," it is of no effect in a proceeding of this nature, and need not deter him from signing the enclosed "Authority to Call a Meeting" of the Corporation above described.

(20.) To anticipate inquiry regarding Mr. Henry Pennington Toler, we beg to say that he is a graduate of Princeton University; a member of the New York Stock Exchange, and senior member of the firm of Toler & Higgins, Bankers and Brokers, of No. 7 Wall Street, New York City.

(21.) The lapse of time since the issue of the Grants and Charters mentioned, and the occupancy of

said lands adversely, need not cause apprehension; the rights and privileges under said documents being conclusively protected by leading and controlling decisions of the Supreme Court of the United States, as well by the Constitution of the United States and of the State of New York.

(22.) We cannot too strongly emphasize the importance of having the enclosed "Authority to Call a Meeting" duly signed, executed and returned to us at your earliest convenience, as the institution of any proceedings looking to the recovery, control and distribution of the vast properties involved, in which you are vitally interested, is dependent upon concerted action of the members of the Corporation—the "Town of New Harlem."

Very truly yours,

TOLER & NUTTING,

COUNSELLORS AT LAW,

Exchange Court (Room 3),

Exchange Place, N. Y.

*To the Members of the Corporation,—the
"Town of New Harlem."*

The following document was enclosed with the above:

AUTHORITY TO CALL A MEETING.

KNOW ALL MEN BY THESE PRESENTS:—That whereas I am advised that, under and by virtue of two certain Patents of Governor Nicolls and one of Governor Dongan, issued in the years 1666, 1667 and 1686 respectively, the "Town of New Harlem" was created a Corporation, and became and still is the owner of certain undivided common lands and certain unclaimed and adversely held lands and properties within the present City of New York, State of New York, which are fully described in said Patents; and

WHEREAS, I am advised that Henry Pennington Toler, of New York City, has at great expense located and obtained proof of the corporate membership of the undersigned, and many thousands of others in said Corporation, and also evidence necessary for the recovery of said lands and properties; and

WHEREAS, a meeting of said Corporation is necessary to elect proper officers, adopt a common Seal and take other corporate action, and for the appointment of an agent, substitute and one head, to act for and on behalf of said Corporation and its members, as more fully appears in the circular letter written by Toler & Nutting,

attorneys for said Henry Pennington Toler, dated the first day of May, 1903, received by me with this form of authority:

Now THEREFORE, in consideration of the premises and other good and valuable considerations, the said Henry Pennington Toler is hereby authorized and empowered by the undersigned as a member of said Corporation to call a meeting of the "Town of New Harlem" Corporation and the members thereof, to be convened, and held at such time and place as to him shall seem best, (of which meeting notice will be hereafter given,) and to take any and all such further action in the premises as may be necessary.

Witness my hand and seal this.....day of....., 1903.

In presence of..... [L. s.]

..... Address.....

State of.....

County of.....

Town or City of.....

On this.....day of.....1903, before me personally appeared..... to me known and known to me to be the person described in, and who executed the foregoing instrument and duly acknowledged the execution thereof, and the said.....

.....being by me duly sworn, did depose and say that he is ^{over} _{under} twenty-one (21) years of age,—that his parents' names and Post Office addresses are as follows:

Fathers' name.....
Address

Mother's Name (Maiden).....
Address

Notary Public in and for the County of.....

[L. s.] and State of.....

A second circular letter, dated August 15th, has been forwarded to the descendants of the patentees by those in charge of the recovery of the Harlem lands and properties, urging the necessity of executing and returning the "Authority to Call a Meeting" immediately, and setting forth the fact that all present facilities, consisting of church records, wills, deeds and ancient manuscripts, together with all the assistance a large and expert corps of workers can furnish, are now at the service of those

who sign and return the document mentioned, to prove, without cost to them, their descent from the Harlem patentees.

The letter in question further states that all genealogical proofs are being prepared, not for the Court, but for the corporate body itself,—the “Town of New Harlem,”—which will be and is the judge of its own membership.

The genealogical proofs mentioned are being collaborated into a “Membership Roll,” which will be ready for publication at the meeting of the members of the town above described.

CONCLUSION.

As indicated in the foregoing pages, the following conclusions of law, among others, will be submitted to the Court, in the recovery of the Harlem lands, rights and properties, namely:

I. That under the Nicolls Patent of 1666, as ratified and confirmed by the two succeeding Patents of 1667 and 1686, the Town of New Harlem was created a Corporation.

II. That the Town of New Harlem has been *in esse* since its creation, and exists to-day, in 1903.

III. That the heirs of the original twenty-three Patentees, named in the Dongan Patent of 1686, together with the heirs of their associates thereafter made, constitute and are the present members of the Corporation,—the Town of New Harlem.

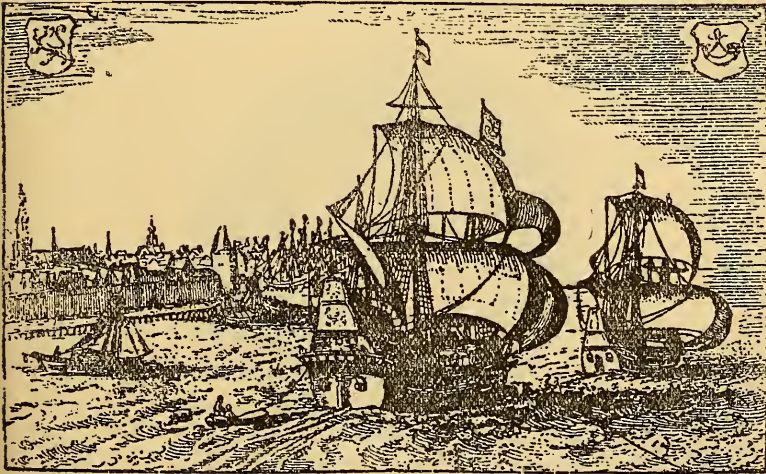
IV. That the Statute of Limitations is void so far as the rights, franchises and properties conveyed by the Harlem Grants and Charters are concerned, the same being vested in the grantees and their heirs, and the heirs of their associates thereafter made as a body corporate, for the reasons that:

- A. The Harlem Grants are “Contracts,” within the meaning of Article I, Section 10, of the Constitution of the United States.
- B. All rights, franchises and properties therein conveyed, or intended so to be, are VESTED under the Treaties between Holland and England, and England and the United States.
- C. That the Harlem Patents create a Trust, by the terms whereof the present members of the Town of New Harlem are Trustees for others.
- D. That all rights, franchises and properties conveyed by said Harlem Grants and Charters are vested rights under the provisions of the Constitution of the State of New York.

V. That the City of New York is estopped from denying that the lands on Manhattan Island, above the Harlem line, running from 74th Street and the East River to 129th Street on the Hudson River, belong to the Town of New Harlem, under the Acts of the Legislature of the State of New York, passed in the years 1772 and 1775, in confirmation of said line, and other acts supplemental thereto or amendatory thereof.

VI. That the Town of New Harlem is the owner of all lands north and east of said Harlem line on Manhattan Island, together with the lands across the Harlem River, conveyed by the Harlem Grants and Charters, or so much thereof as has not been heretofore legally alienated.

VII. That the beds of the creeks and the Harlem waterfront passed to the Grantees of the Harlem Patents as the JURA REGALIA, or Royal Prerogative, incident to the powers of government, and do not now vest, and never have vested, in the City of New York, under the Dongan Patent of April 22d, 1686, or otherwise.



DUTCH VESSELS OF THE SEVENTEENTH CENTURY.

FROM A DRAWING PUBLISHED IN AMSTERDAM IN 1618.



SEAL OF THE NETHERLANDS.



SEAL OF NEW NETHERLANDS.

A P P E N D I X .

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Appendix A

KING CHARLES THE SECOND'S GRANT OF NEW NETHERLAND, ETC., TO THE DUKE OF YORK.

Charles the Second by the Grace of God, King of England, Scotland, France, and Ireland, Defender of the Faith, &c. To all to whom these presents shall come, greeting:

Know ye that we for divers good causes and considerations us thereunto moving have of our especial Grace, certain knowledge and mere motion given and granted by these presents for us our heirs and successors do give and grant unto our dearest brother James, Duke of York, his heirs and assigns, All that part of the main land of New England beginning at a certain place called or known by the name of St. Croix next adjoining to New Scotland in America and from thence extending along the Sea Coast unto a certain place called Petauquine and so up the River thereof to the furthest head of the same as it tendeth Northward; and extending from thence to the River Kinebequĩ and so upwards by the shortest course to the River Canada Northward. And also all that Island or islands commonly called by the several name or names of Matowacks or Long Island situate, lying and being towards the West of Cape Cod and the narrow Higansetts abutting upon the main land between the two Rivers there called or known by the several names of Connecticut and Hudson's River together also with the said River called Hudson's River and all the land from the west side of Connecticut to the East side of Delaware Bay. And also all those several Islands called and known by the names of Martin's Vineyard and Nantukes, otherwise Nantucket; Together with all the Lands, Islands, Soils, Rivers, Harbors, Mines, Minerals, Quarries, Woods, Marshes, Waters, Lakes, Fishings, Hawking, Hunting and Fowling and all other Royalties, Profits, Commodities and Hereditaments to the said several Islands, Lands and Premises belonging and appertaining with their and every of their appurtenances; and all our Estate, Right, Title, Interest, Benefit, Advantage, Claim and Demand of, in and to the said lands and premises or any part or parcel thereof, and the reversion or reversions, remainder and remainders together with the yearly and other rents, Revenues and Profits of and singular

the said premises and every part and parcel thereof; to have and to hold all and singular the said lands, islands, Hereditaments and premises, with their and every of their appurtenances hereby given and granted or hereinbefore mentioned to be given and granted unto our Dearest Brother James, Duke of York, his heirs and assigns forever to the only proper use and behoof of the said James Duke of York, his heirs and assigns forever, to be holden of us, our heirs and successors as of our manor of East Greenwich and our County of Kent in free and common soccage and not in Capite nor by Knight service yielding and rendering. And the said James Duke of York doth for himself his heirs and assigns, covenant and promise to yield and render unto us, our heirs and successors of and for the same yearly and every year forty Beaver skins when they shall be demanded or within Ninety days after. And we do further of our special Grace certain knowledge and mere motion for us our heirs and successors give and Grant unto our said Dearest Brother James, Duke of York, his heirs, Deputies, Agents Commissioners and Assigns, by these presents full and absolute power and authority to correct, punish, pardon, govern and rule all such the subjects of our heirs and successors who may from time to time adventure themselves into any of the parts or places aforesaid, or that shall or do at any time hereafter inhabit within the same according to such laws, Orders, Ordinance, Directions and Instruments as by our said Dearest Brother or his assigns shall be established; and in defect thereof in case of necessity, according to the good discretion of his Deputies, Commissioners, Officers, or Assigns, respectively; as well in all causes and matters Capital and Criminal as civil both marine and others; so always as the said Statutes, Ordinances and proceedings be not contrary to but as near as conveniently may be agreeable to the Laws, Statutes, and Government of this Our Realm of England, and saving and reserving to us our Heirs and successors the receiving, hearing and determining of the Appeal and Appeals of all of any person or persons of in or belonging to the territories or Islands aforesaid in or touching any Judgment or Sentence to be there made or given. And further that it shall and may be lawful to and for our said Dearest Brother his heirs and assigns by these presents from time to time to nominate, make, constitute, ordain and confirm by such name or names, stile or stiles as to him or them shall seem good, and likewise to revoke, discharge, change and alter as well, all and singular, Governors, Officers and Ministers which hereafter shall be by him or them thought fit

and needful to be made or used within the aforesaid parts and Islands; and also to make, ordain and establish all manner of Orders, Laws, Directions, Instructions, forms and ceremonies of Government and Magistracy fit and necessary for and concerning the Government of the territories and Islands aforesaid, so always as the same be not contrary to the laws and statutes of this Our Realm of England; but as near as may be agreeable therunto: And the same at all times hereafter to put in execution or abrogate, revoke or change not only within the precincts of the said Territories or Islands but also upon the seas in going and coming to and from the same as he or they in their good discretions shall think to be fittest for the good of the adventurers and Inhabitants there, and we do further of our special Grace, certain knowledge and mere motion grant, ordain and declare that such Governors, Officers and Ministers as shall from time to time be authorized and appointed in manner and form aforesaid, shall and may have full power and authority to use and exercise Martial Law in cases of rebellion, insurrection and mutiny in as large and ample manner as Our Lieutenants in our Counties within Our Realm of England have or ought to have by force of their Commission of Lieutenancy or any Law or Statute of this Our Realm. And We do further by these presents for us Our heirs and successors, grant unto our said Dearest Brother, James, Duke of York, his heirs and assigns, that it shall and may be lawful to and for the said James, Duke of York, his heirs and assigns in his or their discretion from time to time to admit such and so many person or persons to trade and traffic unto and within the territories and islands aforesaid and into every or any part and parcel thereof, and to have, possess and enjoy any Lands and Hereditaments in the parts and places aforesaid as they shall think fit according to the Laws, Orders, Constitutions and Ordinances of Our said Brother, his heirs, Deputies, Commissioners, and assigns from time to time to be made and established by virtue of and according to the true intent and meaning of these presents and under such conditions, reservations, and agreements as Our said Brother, his heirs or assigns shall set down, order, direct and appoint and not otherwise as aforesaid, and we do further of Our especial Grace, certain knowledge and mere motion for us our heirs and successors give and grant to our said Dear Brother, his heirs and assigns by these presents, that it shall and may be lawful to and for him, them or any of them at all and every time and times hereafter out of any Our Realm or Dominions whatsoever to

take, lead, carry and transport in and into their voyages and for and towards the Plantations of Our said Territories and Islands all such and so many of Our loving subjects or any other strangers being not prohibited or under restraint that will become Our Loving subjects and live under Our allegiance as shall willingly accompany them in the said voyages together with all such clothing, implements, furniture and other things usually transported and not prohibited as shall be necessary for the inhabitants of the said Islands and Territories and for their use and defence thereof and managing and carrying on the trade with Yielding and paying to us, Our Heirs and successors, the Customs and Duties therefore due and payable according to the Laws and customs of this Our Realm. And we do also for us Our Heirs and successors, grant to Our said Dearest Brother, James, Duke of York, his heirs and assigns and to all and every such Governor or Governors or other officers or Ministers as by Our said Brother his heirs or assigns shall be appointed, to have power and authority of Government and Command in or over the inhabitants of the said territories or Islands that they and every of them shall and lawfully may from time to time and at all times hereafter forever for their several defence and safety encounter, expulse, repel and resist by force of Arms as well by sea as by land and all ways and means whatsoever all such person and persons as without the special License of Our said Dear Brother, his heirs or assigns shall attempt to inhabit within the several precincts and limits of Our said territories and Islands: And also all and every such person and persons whatsoever as shall enterprise or attempt at any time hereafter the destruction, invasion, detriment or annoyance to the parts, places or Islands aforesaid or any part thereof. And lastly, our will and pleasure is, and we do hereby declare and grant, that these Our Letters Patent or the enrollment thereof shall be good and effectual in the law to all intents and purposes, whatsoever notwithstanding the not reciting or mentioning of the premises or any part thereof, or the metes or bounds thereof, or of any former or other Letters Patents or Grants heretofore made or granted of the premises, or of any part thereof by us or of any of our progenitors unto any other person or persons whatsoever, bodies Politic or Corporate or any Act, Law or other restraint uncertainty or imperfection whatsoever to the contrary in any wise notwithstanding; although express mention of the true yearly value or certainty of the premises, or any of them, or any other gifts or grants by us or by any of our progenitors or

predecessors heretofore made to the said James, Duke of York, in these presents is not made, or any statute, act, ordinance, provision, proclamation or restriction heretofore had, made, enacted, ordained or provided, or any other matter, cause or thing, whatsoever to the contrary thereof in any wise notwithstanding.

In Witness Whereof, we have caused these, Our Letters, to be made Patents, Witness Ourselves at Westminster the twelfth day of March in the sixteenth year of our reign (1664).

By the King.

HOWARD.

Appendix B.

THE DUKE OF YORK'S COMMISSION TO COLONEL RICHARD NICHOLS.

James, Duke of York and Albany, Earl of Ulster, Lord High Admiral of England and Ireland, etc., Constable of Dover Castle, Lord Warden of the Cinque Ports and Governor of Portsmouth, etc. Whereas it hath pleased the King's Most Excellent Majesty, my Sovereign Lord and Brother, by His Majesty's Letters Patents, bearing date at Westminster the 12th day of March in the sixteenth year of his Majesty's Reign, to give and grant unto me and to my heirs and assigns, All that part of the main land of New England, Beginning at a certain place called or known by the name of St. Croix, next adjoining to New Scotland in America, and from thence extending along the sea coast, into a certain place called Petaquine and so up the River thereof to the furthest head of the same, as it tendeth Northwards, and extending from thence to the River of Kinebequi, and so upwards by the shortest course to the River Canada Northwards, And also all that Island or Islands commonly called by the several names or names of Matowacks or Long Island, situate, lying and being towards the west of Cape Cod and the Narrow-Higansets, abutting upon the main land, between the two rivers there called or known by the several names of Connecticut and Hudson's River; Together also with the said River called Hudson's River and all the lands from the West side of Connecticut River to the East side of Delaware Bay; And also all those several Islands called or known by the name of Martins Vineyard and Nantukes otherwise Nantucket; Together with all

the Lands, Islands, Soils, Rivers, Harbors, Mines, Minerals, Quarries, Woods, Marshes, Lakes, Fishing, Hawking, Hunting and Fowling, and all other Royalties, Profits, Commodities, Hereditaments, to the said several Islands, Lands, and premises belonging and appertaining, with their and every of their appurtenances; to Hold the same to my own proper use and behoof with power to correct, punish, pardon, govern and Rule the inhabitants thereof, by myself, or such Deputies, Commissioners or Officers as I shall think fit to appoint; as by His Majesty's said Letters Patents may more fully appear; and Whereas I have conceived a good opinion of the Integrity, Prudence, Ability and Fitness of Richard Nichols, Esquire, to be employed as my Deputy there, I have therefore thought fit to constitute and appoint, and I do hereby constitute and appoint, him, the said Richard Nichols, Esquire, to be my Deputy Governor within the lands, Islands and places aforesaid, To perform and execute all and every the Powers which are, by the said Letters Patents, granted unto me to be executed by my Deputy, Agent or assign, to have and to Hold the said place of Deputy Governor unto the said Richard Nichols, Esquire, during my will and pleasure only; Hereby willing and requiring all and every the Inhabitants of the said Lands, Islands and Places to give obedience to him the said Richard Nichols in all things, according to the tenor of his Majesty's said Letters Patents; And the said Richard Nichols, Esquire, to observe, follow, and execute such Orders and Instructions as he shall from time to time receive from myself. Given under my hand and seal at Whitehall, this second day of April, in the sixteenth year of the Reign of Our Sovereign Lord Charles the Second, by the Grace of God, King of England, Scotland and Ireland, etc., Annoque Domini, 1664.

JAMES.

By Command of His Royal Highness, W. Coventry.

Appendix C.

Commission to Col. Dongan, on file at the Hague, Holland. Recorded in Vol. I of "London and New York Entries," pages 85-107.

Appendix D.

SECOND GRANT OF THE DUKE OF YORK, 1674.

(In the statement of the right of the Colony of New York with respect to its Eastern boundary on the Connecticut River, contained in the Journal of the New York General Assembly, March 8, 1773, p. 92, is the following Declaration: "To remove any doubt of the validity of the Duke's title, either from the want of Seizin in the Crown when it originated, or on account of the intermediate conquests by the Dutch, which was confirmed to His Royal Highness by further letter patent dated 29th day of June, 1674." The Confirmation of the grant is recorded in Volume I, of Deeds in the office of the Secretary of State of New York at Albany, p. 1. The following copy of a portion of the Charter was made from a copy of the confirmation contained in a "Report of the Regents of the University on the boundaries of the State of New York," transmitted to the Legislature May 28, 1873).

Charles the Second by the Grace of God, King of England, Scotland, France, and Ireland, Defender of the Faith, &c., To all to whom these presents shall come Greeting; Know yee, that wee for divers good causes and considerations, Have of our especiall Grace, certaine knowledge and meer motion, Given and granted and by these presents, for us, our Heirs and Successors Do give and grant unto our Dearest Brother James, Duke of York, His heirs and assigns, All that Part of the Maine Land of New England beginning at a certain place called or known by the name of St. Croix next adjoining to New Scotland in America; and from thence extending along the Sea-coast, unto a certaine place called Petuquine or Pemaquid, and so up the River thereof, to the farthest head of the same, as itt tendeth Northwards, and extending from the River of Kenebeque and so upwards by the shortest Course to the River Canada Northwards; And all that Island or Islands, commonly called by the severall name or names of Matowacks or Long Island scituate and being towards the West of Cape Cod, and the narrow Higansetts, abutting upon the Maine Land, between the two rivers there, called or known by the severall names of Connecticut and Hudson rivers, together also with the said River Hudson's river and all the Land from the West side of Connecticut river to the East side of the Delaware Bay; And also all those severall Islands, called or known by the names of Martin-Vineyards and Nantuckett; Together with all the Lands, Islands, Soiles, Rivers Harbors, Mines, Mineralls, Quarryes, woods, Marshes, waters, Lakes, ffishings, Hawking, Hunting and ffowling; and all other Royalties, proffits, commodities and Hereditaments to the said severall Islands, lands and premises belonging and appertaining with their

and every of their appurtenances, and all our Estate, right, title and Interest, benefit and advantage, claims and demand of in or to the said lands or premises or any part or parcell thereof; And the Revercon and Revercons remainder and remainders together with the yearly and other rents, Revenues and proffits of the premises and of every part and Parcell thereof: To HAVE AND TO HOLD &c. (Continuing substantially the same as in Grant of 1664.)

IN WITNESS WHEREOF wee have caused these our letters to bee made patents, Witnesse or selfe at westm. the 29th day of June, in the 26th yeare of our Reigne.

PIGOTT.

(See Vol. I, The Colonial Laws of N. Y., p. 104.)

Appendix E.

The confirmation of the Harlem Line by Commission appointed by the Town of Harlem and the City of New York with reports, etc., as the same appear of record in the office of the Register of the City of New York:—

“The Corporation of the City of New York, becoming seized of the lands on the south-west of the Harlem patents, controverted the right of the freeholders of Harlem, to the rights of commonage claimed by them on account (as it is presumed) of the indefiniteness in their grants of their west bounds, which after long disputes and controversies was fixed and settled upon by commissioners chosen by the parties under an act of the Legislature passed on the 24th March, 1772. The report of the commissioners is recorded in the Register’s office in the City of New York, wherein the extent and boundaries of Harlem Commons is set out by them, and which ever since has continued to be the boundaries of the property known on the island of New York as ‘Harlem Commons.’

“The following are all the minutes which are to be found in the proceedings of the corporation of New York, and in the proceedings of the Harlem proprietors in relation to their dispute.

“Vol. 4, p. 120, Tuesday, 25 April, 1727. Ordered that Mr. Mayor, Mr. Recorder, Alderman Cortland, Alderman Rutgers, Mr. Teller, Mr. Roosevelt and Mr. Hunt, or any five of them whereof, the Mayor or Recorder to be one, for a committee to cause the partition line between the lands of this corpor-

ation and those of Harlem, to be new surveyed and ascertained on the fourth day of May next, if the weather will permit, or on the first fine day thereafter, that the said committee do take the surveyor of this corporation or any other surveyor to their assistance, and that the same committee do give notice to the trustees of Harlem, that they be present at the said survey with a surveyor on their behalf if they see cause in order the said partition line be duly and fairly ascertained. And that as soon as that line is surveyed and ascertained, that the same committee do inspect and enquire, what encroachments are made upon the lands of this corporation in the outward of this city, and remove the same incroachments as in them lies, and cause the said survey, or to make a draft or drafts of the said incroachments, and also of all the lands that are the property of this corporation in the same outward, and make their report with all convenient expedition.

“Lib. 4, p. 122, 9th May, 1727. The committee appointed to cause the line between the lands of this corporation and those of Harlem, to be new surveyed and ascertained on the first day of this May, instant, do report that they, together with the surveyor of this city, have been upon that service. Most of the inhabitants of Harlem, and Mr. Clowes, their surveyor being present, but had not time to finish the said survey, according to the order of this court of the 25th April, Instant, and make their report with all convenient expedition.

“Vol. 5, p. 207. In common council, Friday, 27th Jany, 1748-9. Ordered that Alderman Stuyvesant, Alderman Schuyler, Alderman Livingston, Mr. Brinckerhoof, Mr. Bayard and Mr. Provost, or any four of them, with as many more of this board as shall attend, be a committee to run out a partition line between the lands belonging to this corporation, and the township of New Harlem, and to make enquiry of what encroachments have been made by Adolph Benson and others, upon said lands of the corporation, and to take to their assistance Francis Marschalk, one of the sworn surveyors of this city, to survey the same and to make report thereon with all convenient speed.

“Vol. 5, p. 232. Tuesday, 9th Jany, 1749. Mr. Mayor having produced a letter to this board from Jacob Myer, in the name of the freeholders of Harlem, granting this corporation leave to survey their lands, ordered therefore that Mr. Recorder, Alderman Stuyvesant, Alderman Schuyler, Alderman Livingston, Mr. Bogert, Mr. Bayard and Mr. Brinckerhoff or the major part of them, with as many more of this board as shall please

to attend, be a committee to survey the same, and make their report with all convenient speed, and that they take a surveyor and chain bearers to their assistance.

"Vol. 5, p. 247. Thursday, 12th July, 1750. Ordered, that Alderman Stuyvesant, Alderman Schuyler, Mr. Bayard and Mr. Roosevelt, or any three of them be a committee to meet the trustees of the Town of Harlaem, and to hear the proposals to be offered by them, relating to the accommodating and settling the controversies depending between them and this corporation of lands claimed as Commons, of and belonging to this corporation, and that they make report thereof to this board. (Mr. Van Horne enters a protest against the above order.)

"Vol. 5, p. 285. Friday, 23d August, 1751. Ordered, that Mr. Lodge be, and he is hereby appointed counsel for this corporation, together with John Murray, Esq., in support of the title of their lands, against the claims of the inhabitants of the town of Harlem.

"Vol. 5, p. 281. Monday, 3d June, 1751. Ordered, that Alderman Stuyvesant be, and he is hereby appointed one of the committee, together with the gentlemen before appointed to carry on the suit between this corporation and the inhabitants of Harlem, and that any two of them be empowered to carry on the same.

"Vol. 5, p. 330. On 30th March, 1753. Whereas there has for sometime past been a dispute subsisting between this corporation and Harlem, with respect to the boundaries of this corporation and the township of Harlem. And whereas it being represented to this board that the freeholders of Harlem have appointed a committee to meet a committee of this board in order to settle the difference between them and this corporation. It is therefore ordered that Mr. Mayor, Mr. Recorder, Alderman Stuyvesant, Alderman Livingston and Mr. Nicolas Bayard or any four of them be a committee to make and receive proposals from the said committee of Harlem, and report the same to this board with all convenient speed.

"Lib. 7, p. 86. On 19th February, 1771. Ordered by this board that Mr. Recorder, Alderman Desbrosses, Alderman Dyckman, Alderman Lott, Mr. Huggit, Mr. Van Wagenen and Mr. Abeel or the major part of them, be a committee to enquire into the encroachments made upon the rights of this corporation in the outward of this city, and make report thereof to this board with all convenient speed.

"Liber A of rough minutes, page 55. On Wednesday, 20th

March, 1771. The committee who were appointed to enquire into the encroachments made upon the corporation lands in the outward, made their report in the words following. 'We the subscribers being the major part of a committee &c., (this report is not entered in the minutes and cannot be found) which report being read, was approved of by this board and ordered that the same be entered and filed.

"Ordered by this board, that the above committee carry into execution the several matters by them recommended in the above report as soon as possible, and report to this board what progress they shall make therein with all convenient speed.

"Lib. 7, page 160. On 9th Jany, 1771. The committee appointed for carrying into execution the several matters by them recommended, in a report made the 20th March, 1770-1, made one other report thereon, in the words following, viz:

"We, the major part of a committee appointed by an order of this board, dated the 20th March last, to carry into execution the several matters by us recommended in a report made on that day, relative to the encroachments made upon the rights of the corporation in the outward, do in obedience thereto, report that in consequence of the above order on the 25th of the said month of March, we writ and sent circular letters to David Devoor, David Devoor Junr., Lawrence Hartman, Peter Pra Van Zandt, Wm. Beekman, the widow Richardson, John Hardenbrook, David Provoost, John Devoor, John Devoor Junr., Dirck Lefferts, Nathaniel Marston, Adolph Benson and Johannes Waldron, persons whom we had reported to this board as having encroached upon the corporation lands in the outward, in which letters we acquainted the aforesaid persons, that we were appointed a committee to settle the dispute with them, relative to the lands in their possession claimed by the corporation that in order for a conference upon the subject, we had appointed a meeting to be held in the Common Council Room, in the City Hall, on Tuesday the 9th of April, then next, at two of the clock in the afternoon of the same day, at which they and each of them were requested to attend, that on the said 9th day of April, we attended at the time and place appointed, That Johannes Waldron, hereinbefore mentioned, appeared and declared that he claimed no title to the lands in his possession, and promised to take a lease from the corporation which, however, he has not thought proper to do. That the Widow Richardson sent us word that she claimed no right or title to the lands in her possession, and that she was willing and ready to

take a lease for the same from the corporation, which she has not yet complied with. That Lawrence Benson appeared and declared, that he was willing to agree with the corporation, as soon as the line should be agreed upon and run between the township of Harlem and the corporation. That Lawrence Harteman also appeared and declared, that he would take a lease from the corporation of the lands in his possession, claimed by the corporation, if the same were not included in his deed, but has done nothing in the matter since. That William Beekman and Peter Pra Van Zandt also appeared, and declared their willingness to settle the disputed lands in their possession amicably with the corporation, and proposed to leave the lands in dispute to the decision of arbitrators in preference to that of going to law, which the committee then thought reasonable. That John Hardenbrook did not appear, but sent word that he had hove out all the lands claimed by the corporation, but upon examining the city surveyor or Mr. Marschall it appeared to this committee, that the said John Hardenbrook has still some lands in his possession which are the property of the corporation. That David Devoor, David Devoor Jr., David Provoost, John Devoor, John Devoor Jr., Dirck Lefferts and Nathaniel Marston paid not the least regard to the letters sent them by this committee. That it is our opinion that the several persons mentioned in our report to this board of the 20th March last, should be immediately ejected, except William Beekman and Peter Pra Van Zandt who we think ought not to be ejected at present, if any reasonable method can be fallen upon of settling the dispute between this board and them, as they offer to leave the matter in controversy to any indifferent men to determine, and even go so far as to declare their readiness to submit the dispute to the sole determination of the corporation itself, and to rest satisfied with such decision rather than engage in an expensive and tedious law suit. We do further report, that we have caused the lands contained in the patent formerly granted to Priscilla, William and John Holmes, and now possessed by the representatives of Sir Peter Warren Kip and Vanderhoof, to be surveyed by Mr. Marschalk the city surveyor, upon which survey several of us personally attended, and found that Vanderhoof has a small piece of land enclosed, belonging to the corporation; that Kipp has also enclosed a small piece of land, the property of the corporation, which he claims under the patent granted to the aforesaid Priscilla, William and John Holmes. And also that that part of the said patent which is

now owned by the representatives of Sir Peter Warren, comprehends a considerable quantity of lands uninclosed, and the whole of what Jochim Anderson has in his possession, as by the map or plan of the lands contained in that patent made by the city surveyor and hereto annexed do fully appear. We do also further report, that we have endeavored to get the patents under which Kipp claims his land but have not been able to procure them, though we are informed by Mr. Marschalk, the surveyor, that he formerly run out the boundaries of the several patents under which Kipp claims at his request, that the lands are held under four different patents, the three northermost of which bind upon the county road, and the southermost extends from the East River 130 rods into the woods, which will carry him a considerable distance into the lands which are now deemed common lands. We also report it as our opinion that Vanderhoof should be sent to, and unless he takes a lease from the corporation within one month from this day that he should be ejected. We do also further report that in consequence of the order hereinbefore mentioned, we caused a letter to be wrote to the trustees and freeholders of the Town of Harlem, relative to the settlement of the boundaries between their town and the corporation of this city, a true copy of which letter is hereunto annexed and marked No. 1. That in answer to the said letter we received certain proposals from the Town of Harlem which are contained in their letter to us as hereunto also annexed and marked No. 2; and we do humbly report it as our opinion that the method mentioned in this letter for an amicable settlement of the boundaries between Harlem and this corporation ought to be adopted. All which is nevertheless submitted by

THOMAS JONES,
JOHN DIKEMAN,
BENJAMIN HUGGERT,
JOHN ABELL.

Nov. 1st, 1771.

“20th June, 1771. Copy of a letter from the Committee of the Corporation to the town of Harlem.

“New York, 20th June, 1771.

“To the committee appointed by the township of Harlem, for settling the boundary line between the said township and the corporation of the City of New York.

“Gentlemen,

“We being appointed a committee for settling the present differences relating to the boundary line between the corpora-

tion of New York and the town of Harlem, do propose to the town of Harlem that the line mentioned in their grant, to wit, a certain piece of meadow ground, commonly called the round meadows, near or adjoining to Hudson River or the North River, and south to the place where formerly stood the saw mills over against Verchens or Hog Island, in the Sound or East River, shall be run out and ascertained by the city surveyor or surveyors, as shall for that purpose be appointed by the committee nominated by the township of Harlem, and that in the presence of the committees appointed by the corporation and township of Harlem or the major part of each of them, and also in the presence of such ancient persons as can prove the two stations upon the East and North Rivers, and when such a line is run and marked out, that the corporation of New York release to the town of Harlem, all their right and title to the lands to the northward and eastward of the said line, and that the township of Harlem shall also release to the corporation of New York, all their right and title to the lands to the westward and southward of the said line, and that such north and south line shall be the perpetual boundary between the corporation of New York and the township of Harlem.

“We are, gentlemen, your most obedient and very humble servants,

“THOMAS JONES, by order and on behalf of the committee..

“28th June, 1771, proposals from the town of Harlem, to the corporation of New York, about settling the division line between their lands.

“At a general Town Meeting of the Freeholders and Inhabitants of Harlem, on Friday the 28th day of June, in the year of Our Lord one thousand seven hundred and seventy-one, Mr. John Livingston laid before the town a letter lately received by him from Thomas Jones, Esq., Recorder of the City of New York, in behalf of the committee appointed by said corporation, which was read and ordered to be entered.

“Mr. Livingston then desired to know the sense of the town upon the subject matter of the said letter; and after mature consideration it was unanimously resolved that Mr. Livingston be desired to signify to Thomas Jones, Esq., and the Committee for the Corporation of New York, that the town of Harlem can by no means agree to the running of the line they propose, because the title of Harlem, as they conceive, extends more southerly than the line proposed on the part of New York. That we are, nevertheless, sincerely disposed to put an end to

this old controversy in a cheap, speedy and amicable way, and to that end, propose that a joint application be made by committees both from New York and Harlem to the Legislature at their next meeting for a law to terminate the dispute by commissioners, to be hereafter chosen by both committees, and Harlem prefers this method to a reference by Bonds of Submission, because that mode will excite a great deal of trouble and expense in deducing the titles under Harlem, to such a vast number of persons as must be parties to the Bonds and to the Deeds to be awarded for extinguishing the claim of Harlem to the southward of the line or lines that may be ascertained as the boundary between New York and Harlem, not to mention that the difficulties may be greatly increased by deaths of freeholders happening between the date of the Bond of Submission and the Deeds in Execution of the award, and we are of opinion that this manner of ending the controversy will be most efficacious and safest for both parties. We have appointed a committee for the Town of Harlem, to join with such equal number of persons as New York shall elect to be their committee, and to employ counsel and do all things necessary on the part of Harlem, for the purposes aforesaid.

“An extract of the Proceedings of the Town Meeting at Harlem, dated above.

“JOHN LIVINGSTON.

“Which report being read was approved of, and thereupon ordered by this board that the several persons recommended by the said committee in this said report to be proceeded against, be immediately and without delay ejected, and that the said committee have power to retain gentlemen of the law for that purpose. That the proposals in the said letter from the Town of Harlem to this corporation relative to the settlement of the boundaries between them and this corporation by commissioners meet with the approbation of this board, and for as much as this corporation conceive it absolutely necessary that the said proposals be immediately carried into execution, They do, therefore, on their part name William Nicoll, of Suffolk County, and Thomas Hicks, of Queens County, Esq., Commissioners for that purpose, and that they in conjunction with two other commissioners to be chosen by the town of Harlem, do name a fifth person, which five persons shall be commissioners for finally settling the aforesaid boundaries between the town of Harlem and this corporation.

“And it is further ordered and agreed to that Mr. Recorder

be desired to prepare a bill to be laid before the general assembly investing the said persons who are to be the commissioners for settling the said boundaries with full and absolute power to settle effectually the controversy aforesaid, between this corporation and the said town of Harlem &c.

“Extract from Harlem Records:

“New Harlem, 15th Dec., 1700.

“At a meeting held, present the whole community, in order to choose and authorize two persons from themselves to maintain the advantages and privileges of the town of New Harlem, and to go to New York on Saturday next, the 25th November.

“Whereas it has come to our knowledge that there is about to be sold a certain parcel of land which we claim by our patent, We have chosen for the purpose of preventing this sale, the following persons, Mr. Thomas Codrington and Peter Oblienis, who are hereby requested to do what is right at said time and place.

Signed in the name of the Town,
ADR. VERMULE, Clerk.

New Harlem, 24th Dec., 1702.

“At a town meeting called by the justices, Jacob De Kay, were chosen and authorized, Capt. Thomas Codrington and Peter van Oblienis to speak in defence of all the town rights and privileges.

ADR. VERMULE, Clerk.

New Harlem, March ye 28th, 1749.

“Here is this day at a publick town meeting held for the town above said, Jacob Meyer, William Waldron and Jacob Dykman, Junior, truly chosen and elected by the Freeholders and Inhabitants of the said town, to be trustees for the said town and to carry on a law suit, or other ways settle the lines of our patent and to clear up the dispute concerning the commons of the said patent with the corporation of the city of New York, and we, the said subscribers, being freeholders and inhabitants of the town above said, do give and grant unto the said Jacob Meyer, William Waldron and Jacob Dykman Junior, full power and authority as far as in us lies to take all lawful ways and means for the settling of the same and to employ one attorney or more as they shall think proper, and we do promise for ourselves, our heirs and assigns, for to stand and forever abide by the said division or settling of the said lines and privileges of commonage with the corporation of the said City of New

York and to let all such privileges of commonage which belongs to the said patent, lay as a general commons for the inhabitants and freeholders of the said township of New Harlem, and likewise wee, the said subscribers, freeholders and inhabitants of the said town, do bind ourselves, our heirs, executors and administrators, in the penal sum of one hundred pounds current money of New York, each and each for himself, his own heirs, executors and administrators, to pay or cause to be paid an equal share of all such money as shall be expended for performing the business abovesaid to the said Jacob Meyer, William Waldron and Jacob Dykman Junior upon demand. In witness whereof wee, the said freeholders and inhabitants have hereunto set our hands and seals the day and year above written.

ABRAM MYER,	(1.s.)
JOSIAH PATERSON	(1.s.)
JACOB DYKMAN	(1.s.s)
ADOLPH MEYER	(1.s.)
ARENT BUSSING	(1.s.)
PETRIS WALDRON	(1.s.)
BENJAMIN WALDRON	(1.s.)
JOHN NAGEL	(1.s.)
his	
JOHN (IOB) VAN OBLINUS	(1.s.)
mark	
JOHANNES BENSEN	(1.s.)
JOHANNES BENSEN JR.	(1.s.)
JOHN ROOMER	(1.s.)
his	
JOHN (ID) DEVORE	(1.s.)
mark	
JOHANNES MYER JR.	(1.s.)
ABRAHAM MEYER JR.	(1.s.)
JOHANNIS ZICKELS	(1.s.)
ARENT MEYER	(1.s.)
DANIEL MCGOWN	(1.s.)

“Sealed and delivered in the presence of

“Before the signing and delivery of these presents it is only intended that the commons above mentioned is the commons lying the west side of the line our patent, notwithstanding what is above written.

CORNELIUS SICKELS
WILLIAM MOORE

“22d February, 1760.

“At a meeting of the whole community of New Harlem, for the purpose of choosing two men for the purpose of maintaining and defending our patent, Benjamin Benson and Johannis Sickels were chosen.

“Signed with our hands

ADOLPH MYER
 PETRUS WALDRON
 BENJAMIN WALDRON
 ABRAHAM MEYER
 JOHN DYCKMAN
 BENJAMIN BENSON
 PETER BUSSING
 ARENT KORTRIGHT
 JOHANNES MEYER
 JOHN MEYER JR.
 MARINUS LOW

AN ACT TO SETTLE OR ESTABLISH THE LINE OR LINES OF DIVISION,
 BETWEEN THE CITY OF NEW YORK AND THE TOWNSHIP OF
 HARLEM, SO FAR AS CONCERNS THE RIGHT OF SOIL IN CONTRO-
 VERSY.

Passed the 24th day of March, 1772.

Preamble.

Whereas disputes and controversies have long subsisted between the Mayor, Aldermen and Commonalty of the City of New York, and divers persons claiming under the township of Harlem, in the outward of the said city, respecting the division line, between the lands granted to the said Mayor, Aldermen and Commonalty of the City of New York, and the said township of Harlem, which are productive of great trouble, expense and vexation to both parties: For prevention whereof, as well the said Mayor, Aldermen and Commonalty of the said City of New York, as the proprietors and claimants under the said township of Harlem, have humbly prayed that the boundary of property in the said contested lands may be finally settled and adjusted by commissioners, to be appointed and authorized by an act of the Legislature.

Commissioners named and the manner in which they shall proceed.

I. Be it therefore enacted by His Excellency the Governor, the Council and the General Assembly, and it is hereby enacted by the authority of the same, that William Nicoll, Esq., of Suffolk County, Thomas Hicks, Esq., attorney at law of Queens County,

and George Clinton, Esq., of Ulster County, shall be and hereby are appointed commissioners, to agree, fix upon, settle and finally ascertain the boundary between the township of Harlem and the lands granted to the Mayor, Aldermen and Commonalty of the City of New York within the said city of New York aforesaid, and the said commissioners, or the major part of them, or the survivors or survivor of them, or the major part of such survivors, shall be and hereby are fully authorized and empowered to meet for the purpose aforesaid, at such place or places within the city of New York aforesaid, as often as they the said commissioners or the major part of them, or the survivors or survivor of them, or the major part of such survivors, shall think proper, and shall be and hereby are authorized and empowered to summon and order any person or persons within the colony, to appear before them, when and as often as they the said commissioners or the major part of them, or the survivors or survivor of them, or the major part of such survivors, shall think necessary to be examined and give evidence touching the matters in controversy; and also to bring along with them all such books, deeds, papers, records or other written evidence, as the said commissioners or the major part of them, or the survivors or survivor of them, or the major part of such survivors, shall from time to time think proper to order and direct for the execution of the trust reposed in them by this act; and it shall and may be lawful to and for the said commissioners, or either of them, to administer an oath or affirmation, in cases where the law directs an affirmation to the witnesses to be examined before them, to declare the truth, touching the matters in question; and if any witness so to be examined, shall give false evidence or wilfully and knowingly affirm or depose falsely on such examination, and shall thereof be duly convicted, such witness shall for such offense, suffer the pains and penalties inflicted by law for wilful and corrupt perjury. And if any person or persons being summoned or ordered by the said commissioners to attend in order to give evidence before the said commissioners, or to bring along with him or them, any book, deed, paper or record, or any books, deeds, papers or records, by a writing under the hands of the said commissioners or any of them, duly served on such person or persons, or left at his or their last place of abode, if the same shall be in the city of New York five days, and if in any other part of the colony thirty days before the day required by such summons, for his, her or their attendance as aforesaid, shall neglect, refuse or delay to give such attendance, or to bring such written evidence as shall

be required by the said commissioners or any of them, such person or persons shall forfeit for every such neglect, refusal or delay, the sum of ten pounds current money of New York, to be recovered in the name and for the use of the Mayor, Aldermen and Commonalty of the City of New York, if the summons for the appearance of such witness shall have issued at the instance of said Mayor, Aldermen and Commonalty; but if the same shall have issued at the instance of the said township of Harlem, then in the name of the committee of the said township of Harlem, hereinafter named, and for the use of the said township, and that in a summary way, before any one of his majesty's justices of the Supreme Court of Judicature of this colony,, who is hereby authorized and required to hear and determine the same, and to award execution for the same against the goods and chattels of every such offender.

Authority to settle the line of division and to cause the same to be run out and marked.

II. And be it further enacted by the authority aforesaid, that the said commissioners, or a major part of them, or the survivors or survivor of them or the major part of such survivors, are hereby authorized and empowered to settle and ascertain the said line or lines of division, at such place or places as they or the major part of them, or the survivors or survivor of them, or the major part of such survivors, shall think just, right and equitable, and most agreeable to the grants under which the Township of Harlem and the Mayor, Aldermen and Commonalty of the City of New York hold their lands; and shall, after they have agreed upon such line or lines of division aforesaid, choose and elect one or more proper person or persons, to survey, run out and mark, in the presence of some of them, such line or lines as they the said commissioners or the major part of them, or the survivors or survivor of them, or the major part of such survivors, shall determine to be the boundary or division line or lines between the said Township of Harlem and the lands of the said Mayor, Aldermen and Commonalty of the City of New York.

In one year after the act shall be approved of.

III. And be it further enacted by the authority aforesaid, that the said commissioners or the major part of them, or the survivors or survivor of them, or the major part of such survivors, shall, within some convenient time after this act shall have

received the Royal approbation, not exceeding one year, settle, fix upon and ascertain the line or lines of division aforesaid and cause the same to be run out, in manner and form aforesaid; a description of which line or lines so settled, agreed upon, ascertained and caused to be run out and marked by the said commissioners or the major part of them, or the survivors or survivor of them, or the major part of such survivors, as aforesaid, specifying the places of beginning and ending, the course or courses and distance thereof, shall be entered upon record in the secretary's office of this colony within one month thereafter, and shall forever afterwards be and remain the boundary or division line or lines between the said township of Harlem and the lands of the Mayor, Aldermen and Commonalty of the City of New York, and shall operate as a total extinguishment of all the right, title, interest, claim or pretences of claim whatsoever of the Township of Harlem and of all and every person and persons whatsoever, claiming under the said Township of Harlem, of, in and to all the land, tenements and hereditaments which shall lie to the southward and westward of such division line or lines, and shall also at the same time operate as a total extinguishment of all the right, title, interest, claim or pretences of claim whatsoever of the said Mayor, Aldermen and Commonalty of the City of New York, and of all and every person and persons claiming under the said Mayor, Aldermen and Commonalty of the City of New York, of, in and to all the lands, tenements and hereditaments which shall lie to the eastward and northward of the said division or boundary line or lines so as aforesaid to be ascertained, fixed upon, run out and marked by virtue of this act, the lands lying and being between high and low water mark within the city of New York, to the eastward and northward of the said division or boundary line or lines only excepted.

Moiety of the charges to be paid by each party.

IV. And be it further enacted by the authority aforesaid, that all such expenses, costs and charges as shall arise or accrue in fixing, ascertaining and running out the boundary line or lines of division before mentioned, or for or by reason of any other matter or thing respecting the execution of the powers given by this act and other the premises shall be paid in equal proportions, (that is to say,) the one equal half part or moiety thereof by the Mayor, Aldermen and Commonalty of the City of New York, and the other equal half part thereof by the Township of Harlem, except all such expenses as have arisen, been paid

or as shall hereafter arise or be paid by either the Mayor, Aldermen and Commonalty of the City of New York, or the Township of Harlem, to their counsel for advice in, about or any ways relating to the settlement of the boundary line or lines aforesaid.

Line not to affect the jurisdiction of the city or to diminish the powers of the township of Harlem.

V. Provided always and be it further enacted, that the settlement and establishment of the said boundary line or lines or any matter or thing to be done or concerted in pursuance of this act shall not operate or be construed to lessen, diminish or affect the bounds, limits or extent of the said City of New York, in point of jurisdiction, or to alter, abrogate or defeat any of the powers, preeminences or immunities, over or in respect of the said Township of Harlem, which are vested in or have ever lawfully been or may be claimed or exercised by the said Mayor, Aldermen and Commonalty of the City of New York, in virtue of the respective Royal charters to them given and granted; but the same shall operate and be forever received and adjudged as an absolute and final determination and establishment of the right and property of the soil so in controversy between the said Mayor, Aldermen and Commonalty of the City of New York, and all claiming or to claim, by, from or under them and the said Township of Harlem, and all claiming or to claim by, from or under the same, anything in this act to the contrary thereof in any wise notwithstanding.

Commissioners' allowance to be settled before they proceed.

VI. And be it further enacted by the authority aforesaid, that John Livingston, John Sickles, David Waldron, John Nagle, and John Myer, or the majority of them who are appointed by the township of Harlem, to be a committee to manage the said controversy before the commissioners aforesaid; shall and may have authority to treat with them concerning the satisfaction to be made to the said commissioners for their trouble in the execution of the trust reposed in them by this act, and shall enter into a bond to the said commissioners to secure their wages in such manner as the said commissioners and committee shall agree; before the commissioners shall proceed to hear any witnesses or proofs, relative to the same dispute to the intent that the said commissioners may be under no bias of interest, in the execution of the residue of the trust hereinafter assigned to them, And



THE POINT OF ROCKS.

WASHINGTON, FROM THIS SPOT, DIRECTED THE FIRST SUCCESSFUL MANŒUVRE AGAINST LORD HOWE, AT THE BATTLE OF HARLEM HEIGHTS.



WASHINGTON'S BLOCK HOUSE—CENTRAL PARK.

for the defraying of all such charges and expenses as have accrued or shall accrue on the part of the township of Harlem, towards obtaining a final settlement of the controversy above mentioned.

Commissioners to fix the sum to be contributed by each proprietor.

Power to sell their lands for non-payment.

VII. Be it further enacted by the same authority, that the said commissioners, or the majority or survivor of them, shall have authority to adjudge and determine which of the proprietors of lands in the said township are chargeable with or liable to contribute to any part of the same burthen, and in what particular sum; of which they shall give a certificate under their hands and seals, and therein fix a day for the payment thereof, and the same certificate and adjudication shall be final and conclusive to all parties therein named, and the several sums so certified shall be recoverable from the several persons so certified to be chargeable therewith by action or actions grounded on this act in the name of the said committee or the majority or survivors of them in any court of law, having cognizance of such suit or suits, to the intent that the said committee may thereby be reimbursed for all the money they shall expend or be liable for in the service aforesaid; and if the said committee shall not be able to commence any such suit or action against any person or persons so certified to be chargeable to contribute the settlement of the said controversy on the part of the said township by reason of the absence of the defendant or defendants from the colony, infancy or other impediment; then it shall be lawful for the said committee, or the majority or survivor of them, to sell the lands, tenements, and hereditaments of the person or persons whose proportion of the expense shall so remain unpaid, and to retain to their own use out of the produce of the sale the sum so certified to be due, as the proportion of the proprietor or proprietors thereof, with lawful interest thereon from the time so fixed for payment thereof, together with the costs and charges attending the same sale, returning the surplus to the proprietor or proprietors thereof when thereunto lawfully required; and every sale of such lands, hereditaments and tenement shall convey as good an estate and title to the purchaser as the proprietor or proprietors thereof held in the same at the time of making such sale.

Sale to be made at public auction.

VIII. And be it also enacted by the same authority, that every such sale shall be made by the said committee, or the ma-

jority or survivor of them, at public auction or vendue to be held on the premises to be so sold, of which eight weeks previous notice shall be given by advertisement, one copy whereof shall be inserted from week to week in one of the public newspapers of this Colony, and the other to be fixed up for the space of time aforesaid on the outside of the Church door of the said Town of Harlem; but no such sale shall be made on the day appointed for the auction if the person or persons chargeable with such proportion or any other person for him or them shall before such sale tender or offer to pay the sum intended to be raised by the same for the purposes aforesaid to the said committee, any or either of them.

Act not of force till it receives Royal approbation.

IX. Provided always and be it further enacted by the authority aforesaid, that this act nor anything herein contained, shall be of force until the same shall have received his Majesty's Royal approbation.

A letter to Mr. John Livingston, or John Sickles, at Harlem,
April 7th, 1772:

Sir,

I am informed by the speaker that the act for settling the dispute between the Corporation and the Township of Harlem, is ready to be sent to England for the Royal assent. That there is another private bill also ready to be sent. That a packet will sail on Monday next, by which, if we can send our act it may hasten its passing at home, as there will be two acts of the like nature. That as ours is a private act, cash must be paid to officers for getting it brought before his Majesty for his assent. And it is therefore necessary that a bill of exchange should be sent with the act to make it pass the more readily. The speaker tells me that between 30 pounds and 40 pounds sterling must be paid to officers for such a law, and that we should send a bill of about Fifty Pounds Sterling. As we would improve the earliest opportunity of getting this act confirmed we should be glad to have it sent by the Packet, and would be glad that the people of Harlem or their committee would join with the Corporation in purchasing a bill of Exchange to send home, their half will amount to about 25 pounds sterling. As this must be done sooner or later, I think the sooner the better, that we may have our dispute settled. I shall hold a Common Council on Friday next at 3 o'clock, in the afternoon, about this matter, by which time we shall expect to hear from you, and make no doubt you

will join with us in sending this bill, that we may not lose this opportunity.

I am, Sir, your Humb. servant,

WHITEHEAD HICKS.

At the Court of St. James, the 28th day of July, 1773, present, the King's most Excellent Majesty,

Lord Privy Seal	Earl of Pomfret
Duke of Ancaster	Lord Edgecombe
Lord Chamberlain	Lord Hyde
Earl of Suffolk	

Whereas the Governor of His Majesty's Colony of New York, with the Council and Assembly of the said colony did in March, 1772, pass an act which hath been presented in the words following, viz.: Vide act.

Province of New York, 30th March, 1772. This act was passed by the general assembly of the said Province on the 9th day of March, 1772. By the Council on the twelfth day of the same month, and on the twenty-fourth day of the same month of March, 1772, was assented to by the Governor.

Which act having been perused and considered by the Lords commissioners for trade and Plantations and by them presented to his Majesty as proper to be approved, his Majesty was thereupon this day pleased with the advice of his Privy Council to declare his approbation of the said act; and pursuant to His Majesty's Royal pleasure thereupon expressed, the same act is hereby confirmed, finally enacted and ratified accordingly. Whereof the Governor, Lieutenant Governor or Commander in chief of his Majesty's said colony of New York, for the time being, and all others whom it may concern are to take notice and govern themselves accordingly.

WM. BLAIR.

Copied from the originals, which is deposited in the Comptroller's Office, New York, January 16th, 1819.

G. N. BLEECKER, *Compt.*

Ordered that Mr. Recorder, Alderman Dikeman, Alderman Lefferts, Alderman Brewerton and Alderman Waddell, together with Messrs. Abell Hugget, Theoph. Hardenbrook, John Hardenbrook and Hammersly be a committee to appear and manage the controversy before the commissioners appointed to settle the line or lines of divisions between the city of New York and the township of Harlem, so far as concerns the right of soil in controversy.

Know all men by these presents, that we John Livingston

of the City of New York, Esquire, and John Sickles, David Waldron, John Nagel and John Meyer of the township of Harlem in the city and county of New York, farmers, are held and firmly bound unto the Mayor, Aldermen and Commonalty of the City of New York, in the sum of two thousand pounds lawful money of the province of New York, to be paid to the said Mayor, Aldermen and Commonalty of the City of New York, their certain attorney, successors or assigns. To which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators and every of them jointly and severally, firmly by these presents, sealed with our seals and dated the twenty-fourth day of May, in the year of our Lord one thousand seven hundred and seventy-four.

Whereas, disputes and controversies have long subsisted between the Mayor, Aldermen and Commonalty of the City of New York and divers persons claiming under the township of Harlem, in the outward of the same city, respecting the division line granted to the said Mayor, Aldermen and Commonalty of the City of New York, and the said Township of Harlem, and also respecting the right of commonage for range and food of cattle and horses, to the westward of the division line claimed by the said Township of Harlem.

And whereas, for the preventing and avoiding all future suits and controversies, and in order to an amicable settlement of the said line or lines of division, and all other disputes that did then subsist between the said Mayor, Aldermen and Commonalty of the said City of New York and Township of Harlem, as well they the said Mayor, Aldermen and Commonalty of the city of New York, as the claimants and proprietors under the said township of Harlem, sometime in or about the year of Our Lord one thousand seven hundred and seventy-two, did make application to the honorable the general assembly of this province with intention to obtain an act of the Legislature of the said Province for the appointing and constituting commissioners to be invested with full powers and authorities to settle and adjust all disputes and controversies whatever then subsisting between the parties aforesaid.

Whereupon an act of the Legislature of this Province entitled "An Act to settle and establish the line or lines of division between the City of New York and the Township of Harlem, so far as concerns the right of soil in controversy" was in the year aforesaid made and passed constituting and appointing William Nicoll, Esq., of Suffolk County, Thomas Hicks, Esq.,

attorney at law of Queens County, and George Clinton, Esq., of Ulster County, or the survivors or survivor of them, commissioners to agree, fix upon, settle and finally ascertain the boundary between the said township of Harlem and the lands granted to the said Mayor, Aldermen and Commonalty of the City of New York, which said boundary line or lines when fixed run out and marked by the said commissioners was in and by the said act declared to be from thenceforth and forever thereafter the boundary or division line or lines between the said township of Harlem and the lands of the Mayor, Aldermen and Commonalty of the said city of New York, and should operate as a total extinguishment of all the right, title, interest, claim or pretences of claim whatsoever of the said township of Harlem, and all and every person and persons whatsoever, claiming under the said township of Harlem of, in and to all the lands, tenements and hereditaments which shall lie to the southward and westward of such division line or lines, and should also at the same time operate as a total extinguishment of all the right, title, interest, claim or pretences of claim whatsoever, of the said Mayor, Aldermen and Commonalty of the said City of New York, and of all and every person and persons claiming under them of, in and to all the lands, tenements and hereditaments which lie to the eastward and northward of the said division or boundary line or lines, so as aforesaid to be ascertained, fixed upon, run out and marked, by virtue of said act, the lands lying and being between high and low water mark, within the City of New York, to the eastward and northward of the said division or boundary line or lines in the said act thereby only excepted.

And whereas doubts have arisen on the said act whether they the said commissioners are authorized and impowered in and by the said act to determine and adjudge on the right claimed by the said township of Harlem to a common of pasture for range and food of cattle, to the westward of the line of division from the round meadow to the saw mill, the said round meadow and saw mill being the stations mentioned and expressed in the patent to the said township of Harlem, for the division line between the said township and the lands of the Mayor, Aldermen and Commonalty of the said city of New York, and whether if the commissioners should determine a right of common in the town of Harlem, they can give so much land to the westward of the line, from the said meadow to the saw mill, in fee simple to the township of Harlem, as will be a compensation for their common and so fix a line so far westward of the line from the

meadow and saw mill as will include such land, and mark the last line as a boundary line between the contending parties. And whether any line so fixed by the commissioners would not extinguish the right of common claimed by the said township of Harlem to the westward of the line as fixed.

And whereas at the time of obtaining and passing the said act, it was the true intent and meaning of the said parties and petitioners that the aforesaid commissioners should be invested with full powers and authorities to determine and adjudge on the said several questions relating the said commonage so claimed as aforesaid and to put an entire end to all controversies subsisting between the said Mayor, Aldermen and Commonalty of the said city of New York, and the said town of Harlem, as well in relation to the soil as the said right of commonage.

And whereas the said Mayor, Aldermen and Commonalty of the city of New York, and the proprietors and claimants under the township of Harlem, are still willing and desirous to refer all matters, disputes and controversies between them subsisting to the above named commissioners or the major part of them, whose judgment and award of and concerning the premises to be final and decisive between the parties aforesaid, and for that purpose have come to a mutual agreement, notwithstanding the doubts that have arisen, or any omissions in the said act to refer the whole controversy to the award, order, arbitrament and final determination of them the commissioners aforesaid, or any two of them. And in order to obviate all doubts that may arise concerning the said award to make a joint application to the honorable the general assembly of this colony at their next session, for an act of the legislature of this colony to confirm whatever award or settlement shall be made and awarded by the said commissioners or any two of them touching the said controversy.

And whereas, they the above bounden John Livingston, John Sickles, David Waldron, John Nagel, and John Meyer, or the majority of them have been constituted and appointed a committee to manage the said controversy before the commissioners aforesaid and were lately fully authorized and empowered at a general public meeting of the said township of Harlem, held for this purpose to enter into such agreement as aforesaid. Now, therefore the condition of the above obligation is such, that if they the said John Livingston, John Sickles, David Waldron, John Nagel, and John Meyer, do and shall, when award shall be made by the said commissioners or any two of them, petition and make application to the honorable the general assembly at

their next session, for an act of the legislature to allow, ratify, establish and confirm the proceedings of the said commissioners or any two of them, and whatsoever award, order, settlement or determination shall be by them or any two of them so made, and awarded as aforesaid, of and concerning the said division line and soil, and the right of commonage so submitted to them as aforesaid, and also do and shall, in and by all lawful ways and means whatsoever use their best endeavors to procure and obtain such act of the legislature of the colony for the confirmation of the proceedings of the said commissioners and their award as aforesaid. Then the above obligation to be void, else to remain in full force or virtue.

Sealed and delivered in the presence of us,

ROBERT HULL

JOHN LOTT

J. LIVINGSTON

JOHANNES ZICKELS

DAVID WALDRON

JAN NAGLE

JOHN MEYER

Copied from the original which is deposited in the Comptrollers office. New York, Jany. 16th, 1819.

G. W. BLEECKER, Comptr.

Report of the commissioners for settling the right and property of the soil submitted to them, between the corporation of the city of New York, and the township of Harlem, agreeable to an act of assembly, passed for that purpose.

Recorded for and at the request of the Mayor, Aldermen and Commonalty of the city of New York, the 23rd day of Nov., Anno Dom. 1774.

To all to whom these presents may come or in any manner concern, we, William Nicoll, Esq., of Suffolk County, Thomas Hicks, Esq., attorney at law of Queens County, and George Clinton Esq. of Ulster County, send greeting. Whereas by one certain act of the legislature of the colony of New York passed on the 24th day of March in the year of Our Lord one thousand seven hundred and seventy-two, and confirmed by his present Majesty in Privy Council on the 28th day of July last, entitled, "An Act to settle and establish a line or lines of division between the city of New York, and the township of Harlem, so far as concerns the right of soil in controversy," certain powers and authorities are therein given to us the subscribers as commis-

sioners which by the said act reference being thereunto had, may more fully appear.

Now therefore know ye, that we in compliance with the said act having met with the committee for the said township of Harlem and concluded a treaty concerning the satisfaction to be made for our wages and taken security therefor according to the directions of the said act, and having afterwards fully heard the parties and considered the allegations and proofs relative to the controversy submitted to us between the said city and township by the act aforesaid, do declare, settle, ascertain, fix upon, adjudge, award and determine that the line of division between the lands of the Mayor, Aldermen and Commonalty of the said city of New York and the township of Harlem, so far as the same concerns the right and property of the soil submitted to us are and shall be forever hereafter as follows, beginning at a bass wood stump, from whence grows several cyons, being on a certain point on the east side of Hudson's River, on the south side of the Bay, lying before a certain piece of meadow, commonly known by the name of the Round Meadow or Mutje David's Fly, from which stump the south end of Jacob Vreelands house on the west side of the said river bears north eighty-five degrees west; the south side of Stephen Bourdetts house north four degrees and fifteen minutes west, the south side of Samuel Prince's house, north fifty-three degrees and fifteen minutes west, and the large bluff point on the west side of the said river north nineteen degrees east; and from thence running south one degree and thirty minutes east one hundred and ten chains and eighty links to a heap of stones on the south west side of a large flat rock, from whence a large White wood tree bears north sixty seven degrees west distant sixty seven links and from thence running north fifty six degrees west four chains and seventy links to a red cedar stake with a heap of stones about it, thence south thirty five degrees, west fifty one chains and twenty nine links to a small pepperage tree, marked with a blaze and three notches on three sides standing four chains from the Bloomingdale New cross road, measured on a course from the tree south thirty five degrees west; and from the west bank of Hudson's River fifty seven shains and seventy five links measured on a course from the said tree north fifty six degrees west; and from thence running with a direct line on a course south eighteen degrees east one hundred and twenty chains to an ancient heap of stones on the east side of a brook, which stones are said to have been the foundation of a saw mill mentioned in a patent

from Richard Nicoll Esquire, formerly Governor of the Colony of New York, to the Township of Harlem, and from thence along the said brook as it now runs to the East river the distance from the said heap of stones to where the said brook empties into the East river, between a ledge of rocks being thirteen chains on a course of south fifty five degrees and thirty minutes east. All the aforesaid courses and bearings being run and taken as the Magnetic Needle now points, which said lines of division being unanimously agreed upon by us, we have chosen and elected Francis Marschalk to survey, run out and mark and have caused the same to be surveyed, run out and marked by the said Francis Marschalk, in our presence. In testimony whereof we have hereunto and to a duplicate thereof set our hands and seals this thirteenth day of May, in the year of our Lord one thousand seven hundred and seventy-four.

W. NICOLL (L. S.)
 THO. HICKS (L. S.)
 GEO. CLINTON (L. S.)

Sealed and delivered (the words fifty six on the fifth line on the third page being first wrote on an erasure) in the presence of

GERARD BANCKER,
 ROBERT HULL.

Be it remembered, that on the thirtieth day of May, one thousand seven hundred and seventy four, personally appeared before me, William Smith Esq., one of his Majesty's council for the Province of New York, William Nicoll, Thomas Hicks and George Clinton Esq. the within named commissioners and acknowledged that they severally executed the within written instrument as their act and deed for the uses and purposes therein mentioned and I having perused the same and finding no erasures, interlineations or obliteration therein other than those which are noted to have been made before the execution thereof, do allow that it be recorded.

WILLIAM SMITH.

Pursuant to an act of the Legislature of the colony of New York, entitled "An act to settle and establish the line or lines of division between the City of New York and the Township of Harlem" so far as concerns the rights of soil in controversy, passed the twenty-fourth day of March, one thousand seven hundred and seventy-two; we, William Nicoll, Thomas Hicks and George Clinton, commissioners therein named, do hereby certify

our Judgment and determination, that the several proprietors of lands in the said township of Harlem are chargeable and liable to contribute and pay the several sums of money annexed to their respective names, (being one half of the whole charges and expenses that have accrued in the settlement of the said controversy), to wit:

	£	d	s
John Devoore.....	1	16	
John Devoore, Jr.....		9	
Dirrick Lefferts, paid.....	3	12	
Nathl. Marston, paid.....	6	6	
Jacob Leroy.....	3	12	
Benjamin Waldron.....	2	14	
David Waldron.....	1	1	7
Adolph Waldron.....	2	10	5
Benjamin Benson, paid.....	5	17	
Samson Benson.....		18	
Andrew M'Gown.....	1	7	
Adolph Benson.....	4	10	
Samson Benson.....	1	7	
Lawrence Benson, paid.....		18	
Lawrence Kortright, Paid.....	5	17	
Peter Bussing.....	2	6	10
Hendrick Van Bremers.....		10	10
Benjamin Vandewater.....		12	8
Adolph Myer.....	2	10	5
Isaac Day.....	1	7	
John Myer.....	4	19	
Martineus Schoonmaker.....		18	
Aaron Bussing.....		6	5
Elizabeth Waldron, paid.....	4	10	
Peter Waldron, paid.....		10	10
John Livingston, paid.....	1	16	
Mattie Myer.....		18	
John Bogert.....	4	1	
Dirrick Banta.....		3	8
Peter R. Livingston.....	1	7	
John Sickles.....	5	8	
Waldron.....	1	16	
Fowler.....		14	6
Aaron Meyer, paid.....	4	19	
Charles Atkins, paid by.....	4	10	
by John Watkins.....	8	2	
John Kortright, paid.....		18	
William Dykman.....	2	5	
Jacob Dykman.....	1	16	

John Naugle, paid.....	I	13	
Jacob Naugle, paid.....	I	13	
William Naugle, paid.....	I	13	
Cornelius Hyett.....	I	16	
Jacob Walton.....	3	3	
Adrian Shearman.....		7	3
Jonathan Randall, paid.....		9	
Hon. Roger Morris, paid.....	4	10	
Abraham Devoe.....		14	6
Hendrick Oblinus, paid.....		14	6
Blasey Moore.....	2	5	
David Provort.....		14	6
Stephen Berdett.....		14	6
John Rome.....		3	6
Abraham Myer.....		3	6
Benjamin Benson, paid.....		7	3
Amounting	£125	2	8

Which said sum of money in the whole to one hundred and twenty-five pounds, 2 8. We do order to be paid by the several persons above mentioned, to Messrs. John Livingston, John Sickles, David Waldron, John Nagle, and John Myer or the majority of them, or the survivors of them on the first day of July next. In witness whereof we have hereunto set our hands and seals, the thirtieth day of May, in the year of our Lord, 1774.

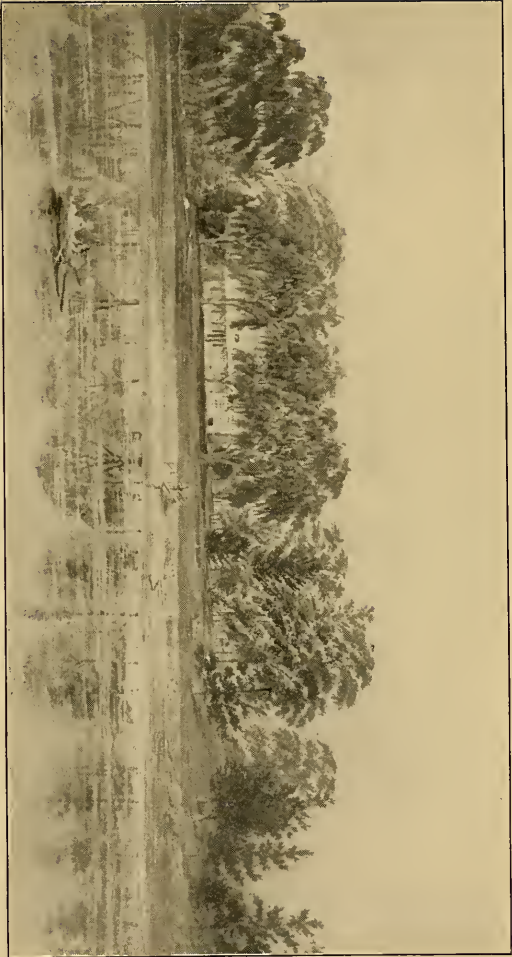
W. NICOLL, (L. S.)
 THO. HICKS, (L. S.)
 GEORGE CLINTON (L. S.)

Signed and sealed (the words sums of, being first wrote on an erasure) in the presence of
 GERALD BANCKER,
 ROBERT HULL.

(Recorded for, and at the request of Jacob Schieffelin this 13th day of November, 1806. Lib. 73, p. 420).

To all to whom these presents shall come, WHEREAS, at a Town meeting of the freeholders of the Town of Harlem in the State of New York, held at the house of William Marrener in the said town on the 19th day of December, 1801, it was resolved and agreed (reference being had to the minutes thereof) that the common lands belonging to the said town should be allotted and divided among such of the freeholders thereof, their heirs, successors or assigns as were freeholders of the said town

on the 13th day of May, in the year of our Lord, 1774, that is to say to each of the said freeholders only to have one equal part or share let his pretensions for more rights or shares be what they may, both on account of having a greater quantity of acres or having since added one or more farms together. And to the respective heirs, successors, or assigns of each of them as having since died or granted their estates to others, together one equal part and share which their respective ancestors or grantors if still living or seized would have taken. And that the several persons entitled to such share should each execute mutual releases for the part or share which shall fall to them respectively, to hold to them, their heirs and assigns forever subject only to payment of a ground rent of \$2 per annum on each share towards the maintenance and support of an academy in the said town. And whereas Thomas Marston, William Mollenor, Andrew McGown, Samuel Broadhurst, Jacobus Dikeman and John P. Waldron were at the said meeting nominated and chosen commissioners to make and carry into effect such division and allotment. Now, Therefore, Know Ye that we the several persons whose names and seals are hereunto subscribed and affixed being the several freeholders of the said town of Harlem, who were freeholders thereof on the said 13th day of May, in the year of our Lord, 1774, or the heirs, successors or assigns of such freeholders, have and each of us hath made, ordained, constituted and appointed, and by these presents do and each of us for himself doth make, constitute and appoint the said Thomas Marston, William Mollenor, Andrew McGown, Samuel Broadhurst, Jacobus Dikeman and John P. Waldron, and the major part of such survivors to be our and each of our true and lawful attorney and attorneys, hereby giving and deputing unto them full power and authority for us and each of us and in our and each of our names or otherwise to enter upon and take possession of all and singular the lands, tenements and hereditaments lying in common and undivided within the said Town of Harlem, and the same to allot, divide and make partition of among us respectively in the manner and according to the proportions hereinbefore mentioned and the part, share and proportion which shall be allotted and divided to us respectively of deed or deeds, conveyance or conveyances, certifying that we do forever allot, quit claim, grant, release and convey all the right, title and interest in and to the said common lands to and among each of the said freeholders, or their successors and assigns, who were at the town meeting considered, and then judged to be possessed of equal and common right, reference



HOME OF JOHANNES WALDRON, BORN DECEMBER 23, 1693.
LOCATED AT 88TH STREET, NORTH SIDE, A LITTLE EAST OF AVENUE A. DEMOLISHED IN 1870.

being had to the resolves then made. And the said commissioners by such deed to grant, release and convey to us respectively and for us and each of us to seal and as our and each of our acts and deeds to deliver to be held and holden to us respectively and to our respective heirs, successors or assigns forever, subject to the payment of a ground rent of \$2.0 per annum upon each or every part or share to and in trust for the use, benefit, support and maintenance of an academy for the education of children to be established in the said town.

In witness whereof we have hereunto set our hands and seals the 10th day of March, 1803.

Abraham King, (L. S.)
 Q. Schieffelin, (L. S.)
 William Kenyon, (L. S.)
 John Gerard DePeyster, (L. S.)
 Arch Gracie, (L. S.)
 Jos. Blackwell, (L. S.)
 John Delancey, (L. S.)
 Samson Benson, Jr., (L. S.)
 Hannah Benson, (L. S.)
 William Brady, (L. S.)
 John Kortright, (L. S.)
 Hendrick Van Bramer, (L. S.)
 Adolf Bussing, (L. S.)
 Valentine Nutter, (L. S.)
 Joseph Mott, (L. S.)
 Jaop Moore, (L. S.)
 William Nagel, (L. S.)
 Jacob Hyatt for Caleb Hyatt, (L. S.)
 Cornelius Hason, (L. S.)
 Aaron Bussing, (L. S.)
 John S. Sickles, (L. S.)
 Benjamin Vredenburg, (L. S.)
 John Samler, (L. S.)
 Benj. Judah, (L. S.)
 David Waldron, (L. S.)
 Yelles Hopper, (L. S.)
 Henry (his x mark) Sherman, (L. S.)
 Jno. P. Waldron, (L. S.)
 Samuel Meyer, (L. S.)
 Andw. McGown, (L. S.)
 Samuel Broadhurst, (L. S.)
 Jacobus Dikeman, (L. S.)

Thomas Marston, (L. s.)

William Mollenor, (L. s.)

Sealed and delivered in the presence of us, the words "of more than one" in line 6, and "each" in line 7, being first interlined, John Bussing, Amos Andrus.

State of New York, ss: On the 18th day of September, 1806, personally came and appeared before me, Abraham King, William Kenyon, William Mollenor, Thomas Marston and Henry Sherman, and on the 23d day of September, came Benjamin Judah, and on the 24th day of September came Valentine Nutter, Joseph Blackwell, Joseph Mott, Benjamin Vredenburg, William Brady, Samson Benson, William Nagel, and Cornelius Harsen, to me known to be the same persons named and described in the within instrument and who have executed the same and they severally acknowledged that they did execute the same and there being no material erasures or interlineations therein (except such as are noted), I do allow the same to be recorded.

(as to them) WILLIAM L. ROSE,

Master in Chancery.

Appendix F.

Surrender by the twenty-four Proprietors of East New Jersey to Anne, Queen of England, in the year 1702, cited in preceding pages, case of Martin against Waddell, 16 Peters Reports, 353.

All the powers and authorities in the said letters-patent granted to correct, punish, pardon, govern and rule all or any of her Majesty's subjects, or others, who then were inhabitants, or thereafter might adventure into or inhabit within the said province of East New Jersey; and also to nominate, make, constitute, ordain, and confirm any laws, orders, ordinances, directions, and instruments for those purposes, or any of them; and to nominate, constitute, or appoint, revoke, discharge, change, or alter any governor or governors, officers or ministers, which were or should be appointed within the said province; and to make, ordain, and establish any orders, laws, directions, instruments, forms, or ceremonies of government and magistracy, for or concerning the same, or on the sea, in going to or coming from the same; or to put in execution, or abrogate, revoke, or change such

as were already made, for or concerning such government, or any of them; and also all the powers and authorities by the said letters-patent to use and exercise martial law in the said province of East New Jersey; and to admit any person or persons to trade or traffic there; and of encountering, repelling, and resisting by force of arms, any person or persons attempting to inhabit there without the license of them, the said proprietors, their heirs and assigns; and all other the powers, authorities and privileges of and concerning the government of the province last aforesaid, or the inhabitants thereof, which were granted or mentioned to be granted by the said several above-recited letters-patent, or either of them.

Which said surrender was afterwards accepted by the Queen.

Appendix G.

SKETCHES OF PATENTEES.

BENSON.

Captain Johannes Benson, not named in Dongan's patent, because he did not come to New Harlem until several years after the issuance of the charter, became a patentee by the purchase of certain lands and patentee rights. It is supposed that he originally came from Sweden, or Denmark, and passed through Amsterdam, Holland, en route for his home in the New World.

New Harlem's Benson bought lots *i* and *j* (see village map) from Oblinus' son. Here he lived for a time, but Greenwich village attracted his attention, and he sold the lots at Harlem to his son Samson. Samson's purchase included "a negro, with a plough, and ironwork for a wagon, as also 37 schepels of seed rye and wheat," all for \$650, for which purchases he had four years' grace. Later, on September 21, 1706, Captain Benson returned, to end his days at Harlem on the farm which he purchased of Jan Louwe Bogert, including the Montagne's Point district. At his death, in 1715, the Captain had accumulated 182 acres of Harlem property. Captain Benson, up to five years before his death, held the important position of Surveyor of Highways for New Harlem; and his son Samson was a constable in 1700, a collector in 1704, and an assessor in 1708.

Samson's son, Adolph Benson, born in 1703, was made a

constable at the age of 30,—an important office at that day for so young a man. He died, aged 99, in 1802, in his old homestead, which stood on the site of his first Harlem purchase until 1854. His home was situated on the line of 122d Street, about one hundred feet east of 7th Avenue.

Adolph's eldest son, Samuel (or Samson), rendered important service with his Harlem regiment as a guard at the time of the meeting of the Colonial Convention at Harlem. This was held in the old Dykeman public house, which was later sold to Mrs. McGown (see Riker, pp. 490 and 506). The Colonial Assembly first met here in 1752, from October 24th to November 11th, the Governor and Council, while in attendance, lodging at the house of Benjamin Benson, which stood on the site of the former S. Benson McGown residence. Samuel Benson stood guard until the Convention was forced by the enemy to retire.

The old Benson mill, a Harlem landmark, stood on the south side of Montagne's Creek, and had two run of stones, some 18 inches in diameter (Riker, p. 486). While building it, in 1840, Samson Benson had died. His youngest son, Benjamin, completed the mill which was burned during the Revolution, while the British were in possession, and the Bensons (sturdy Americans) were in exile.

The Bensons, have been not only noted landowners and patriots, but officeholders, judges and statesmen, as well as professional men and artists, among whom is the celebrated Eugene Benson, of Rome, Italy.



BOGERT.

Jan Louwe Bogert, a compatriot of Kortright and Low, came from Schoonrewoert, Holland. Bogert is not mentioned in the Dongan patent, because he had intended to sell his Harlem lands to Peter Parmentier. The sale, however, was not consummated, and Bogert remained proprietor of the Montagne's Point farm until 1706, when he sold the property, of which he had been the owner for 34 years, to Capt. Johannes Benson.

Bogert was a magistrate in 1675, and so well did the Harlemites like his rulings that they re-elected him the following year. At this time, too, he and his wife, Cornelia Everts, were received into membership by the Harlem congregation. Bogert participated in the drawings of 1677 and 1691. The first allotment brought him lot No. 6, on Hoorn's Hook. This he after-

ward sold to Joost van Oblinus. In the latter allotment he drew lot No. 25, which, as shown on the map, lay back of Hellgate Bay, between Montagne's Point and 95th Street (known as the Bogert Meadows).

Mr. Bogert, well known as President Roosevelt's ancestor on the maternal side, more than once exemplified the love of right, manifest in his descendants to-day. Among the many instances recorded is an interesting episode of legal nature, in which the object of this sketch brought suit against David du Four and others who were accustomed to take a short cut across the Bogert meadows en route for the mill, the village and the church. The plaintiff won his case and thus preserved to Harlem forever the inviolability of her fence lines.

After the sale of his Harlem property to Benson, Bogert and his wife removed to New York City. One of his sons, Gysbert Bogert, who married Annetie, daughter of Lawrence Jansen Low, about the time that his parents left Harlem for New York, removed to Tappan. Another son, Peter, who is called Peter Jan Louwe in the Harlem records, served as a soldier under Leisler in the Leislerian troubles in 1689 and 1690. A great granddaughter of Jan Louwe Bogert, Anna, born in 1728, married Jacobus Roosevelt,—the ancestor of President Roosevelt. John Bogert, Jr., a great-grandson of the patentee, born in 1718, was a distinguished and prosperous New York merchant, who served as alderman from 1756 to 1766, and during the same period was a deacon and elder for several terms. He seems to have been the first of the Bogerts to return to Harlem and take up his residence there. By a strange coincidence, even as Benson returned to Harlem and bought out the Bogert ancestor, so this distinguished Bogert progenitor, on March 12, 1766, bought out John Benson's farm, lying on Van Keulen's Hook, and devoted his remaining years to farming.

Mr. Bogert afterward added to his Harlem holdings the Lawrence Benson homestead. "In 1776, when the Revolution opened, the Provincial convention, on leaving New York, met for a month in the church at Harlem, and Mr. Bogert being a good Whig, the records were kept at his house, which stood on the same site as the present Morris Randall house, at the foot of 125th Street, Harlem River" (Riker, p. 493).

BUSSING.

Arent Harmanse Bussing, "one of the most worthy of the Harlem patentees" (Riker, p. 497), not only served New Harlem in many capacities, but furnished many descendants whose names are prominent on the public roster.

Mr. Bussing, together with his friends Meyer and Dyckman, came to New Harlem from Westphalia, and first appears in the Town service as a cadet, under Isaac Vermilye, lancepesade. Side by side with Mr. Bussing, in the little Town militia, composed of twenty-nine men, marched Glaude Delamater and Joost van Oblinus. So successful was the drilling in Church Lane that New York sent for New Harlem's quota to help vanquish the Red Men at Esopus. Mr. Bussing was among the eight volunteers, and so valiantly did he deport himself in this campaign that he was promoted to the rank of Corporal.

Love strode hand in hand with war in the early New Harlem annals. Photographs were unknown then. But in his heart, as he paddled to the Battery on his first campaign, young Bussing carried the image of beautiful Susanna Delamater. Nor was he alone in this campaign of sentiment. Jan Dyckman, so the Town gossips had it, was engaged to Madelaine Tourneur, and speculation was rife as to which couple would first marry. "Wait till I return a Corporal," exclaimed both the Westphalians, as their canoe put out from the quiet waters of the cove at 124th Street and the Harlem River. Handkerchiefs and hearts fluttered for answer.

Both youths rose in the world. Both married their sweethearts. That Bussing was a "good fellow" is evident by all reports. That Mr. Bussing, like young Kortright, who took Verveelen's place as Town host, was a lavish entertainer, is suggested in the Harlem Town Records by an occasional halfvat of "strong bier."

But there was the serious side to the man, as well as the jovial. When little Daniel Demarest was run over and killed by a horse and sleigh on Church Lane, Mr. Bussing was one of the first to be called, for it was felt that the rugged honesty and mature judgment, even of so young a man, would be valuable in determining responsibility for the accident.

Just before the Bussing-Delamater marriage, Daniel Tourneur died, the first of the Nicolls patentees to pass away. His death did not delay the Dyckman-Tourneur nuptials, however, and both young couples settled down to village life,—Dyckman

on Van Keulen's Hook (see map); Bussing on lots 19 and 20 of the out-gardens (i. e., about 119th Street and Lexington Avenue).

Mr. Bussing, now a tax-payer, put his name down for \$3.20 toward the dominie's salary for the year (1673-4). He was also appointed a New Harlem magistrate, to which office he was reappointed. His signature is found on many documents connected with the village life of New Harlem. Neglecting his private business in no respect, in spite of long service in the public cause, Mr. Bussing added one lot and then another to his holdings, until, at his death in 1718, he owned one hundred and twenty-seven acres of valuable Harlem property. To this his descendants added other holdings, until the ancestral estate was almost doubled, comprising at one time over two hundred acres. This property was practically intact until the death, in 1730, of Aaron Bussing (grandson of the patentee).

BREVOORT.

John Hendricks Brevoort was the forerunner of the "self-made New Yorker" of to-day. He started in life without a guild, but rose to wealth and prominence, like many another of the early Harlem settlers, whose bouweries were many times destroyed by the Red Men, but whose courage and perseverance placed their names in the forefront of New York's roll of honor. Brevoort was only 14 years old when Harlem village was first settled. He was living at that time at Bushwick, with his father, Hendrick Jansen Van Brevoort. Their farm was on a little eminence called Kyckuyt, or lookout. Young Brevoort was often called Kyckuyt on this account, and is even mentioned on the later tax lists of Harlem as Jan Hendricks Brevoort, alias Kyckuyt. But he discarded the nickname eventually, and, throughout the latter years of his life, maintained his proper surname, which originated in the diocese of Utrecht, a little hamlet to the Northwest of Amersfoort.

Brevoort, it is said, was led to go to Harlem in 1675 because of his acquaintance with Cornelis Jansen Kortright. At this time Pierre Cresson was desirous of leaving Harlem. Brevoort seized the opportunity of buying Cresson out, thus securing lot No. 5 on Jochem Pieter's Flat, together with lot *h* in the village, and No. 20 on Van Keulen's Hook, with meadows at Sherman's Creek. Brevoort participated in the Division of 1677,

drawing No. 1 of the new lots shown on the map just north of Jochem Pieter's flat. "Natural abilities making up in a good degree his lack of education, Brevoort rose to be an overseer of the town in 1678, and was reappointed the next year. He bore an active part in the building of the new church in 1686. In 1691 Brevoort drew lot No. 6 on Jochem Pieter's Hills, 14 morgen, to which, on May 27, 1698, he added No 7, being 10 morgen, by purchase from Jacques Tourneur.

"He was living on this property February 21, 1701, when he sold it to Johannes Myer.

"Mr. Brevoort was elected assistant alderman of the Out Ward in 1702, and filled the same office from 1707 to 1713. He died in 1714, leaving four children, among whom was Hendrick.

"Hendrick Brevoort, after that excellent Dutch usage which gave each son a trade, was bred a weaver, but followed farming. He married, in 1699, Maria, daughter of Johannes Couwenhoven, late secretary between Harlem and Bowery" (Riker, p. 497).

DELAMATER.

Quite as interesting a character study as Peter Stuyvesant, in the annals of New York, was Magistrate Glaude Delamater in the history of New Harlem. Mr. Delamater, always a man of firm convictions, lost in his trip to America none of the resolute courage which led him to leave France for a region of religious liberty. In spite of the fact that he was chosen a deacon in the little Dutch church on 125th Street, Mr. Delamater's leanings were always toward the French church. This gave rise to innumerable quarrels with his sturdy Dutch associates, in which the Magistrate often submitted to taxation for the Dutch church debts only after vigorous persuasion.

Glaude Le Maistre, as he signed his name, was ancestor of the thousands of Delamaters who have been successfully traced. He was an exile from his home at Richebourg, in Artois; went to Amsterdam in 1652, in which year he married Hester Du Bois, and shortly afterward came to New Harlem, where he began life as a carpenter.

His educational training, and his wide experience gained in Europe, peculiarly fitted him for the position of Magistrate, and it is not surprising that the quick-witted Harlemites offered him this office, which he filled for seven years.

Mr. Delamater bought two allotments of land from Daniel

Tourneur (Riker, p. 501), for which he took out a patent June 25, 1668, and this estate was enlarged until it equalled about one hundred acres. Here, until his death, in 1683, Delamater stormed and showed mercy alternately. Unfortunately, he died before the issuing of the last Harlem patent, hence his name does not appear in the list of patentees. His widow, Hester, however, and those sons who remained at Harlem (Jan and Isaac), were named by Governor Dongan in the list of 1686.

As in the case of Mr. Bussing, the first Town mention of Glaude Delamater occurs in connection with the militia, in which he was a Cadet, in 1663.

Delamaters of to-day, who may have served in the Civil or in the Spanish war, will be interested in a list of the munitions of war furnished Cadet Delamater and his associates. The list includes: 3 cannons, carrying a seven or eight pound ball; 5 firelocks, 3 matchlocks, 36 cannon balls, 50 pounds of cannon powder, 10 pounds of fine powder, and 15 bars of lead for running bullets. New Harlem was now regarded as sufficiently garrisoned and equipped to defy all-comers.

Mr. Delamater's presence at the Town dinner to determine how best to raise money to build the first Harlem church, is the next entry on the Records. The members of the Town decided to sell the out-gardens for this purpose. Glaude bought lot No. 3, and later added lots numbered 19 and 20,—one and a half acres of as fine land as New Harlem contained,—for \$30. Mr. Bussing, son-in-law of Magistrate Delamater, succeeded to lots 19 and 20 through his marriage with Susanna Delamater.

Subsequently, the Town's shoulders stooped under a \$470 debt. Mr. Delamater and his associates came valiantly to the rescue. His subscription was \$32. But even the aid of this large sum,—as it was then regarded,—was not enough. Two hundred dollars were still due to creditors three years later (1676), and again Mr. Delamater subscribed his quota,—six pecks of wheat, or \$4.80. Seven years before, our patentee had made his will, leaving \$20 to the poor.

DELAVALL.

Capt. Thomas Delavall, the father of John Delavall, the Dongan patentee, appeared on the scene of New Harlem in connection with the arrival of Governor Nicolls. Mr. Delavall, it will be remembered, was closely associated with court matters,

and, consequently, was always high in authority in New York City. His first active participation in New Harlem village affairs was his offer, under date of January 3, 1667, to build a mill for the accommodation of the villagers, provided they would make a dam and build a road to the mill camp. (See Riker's map.)

The New Harlemites met on the village lawn, and accepted Mr. Delavall's proposition. From this time on his holdings in New Harlem property became extensive, and it was not to be wondered at, therefore, that he was named as one of the five Nicolls patentees in the second patent. The following year Mr. Delavall made Mr. Tourneur his agent, and from this time on was rarely in the village, his business demanding his attention alternately in New York City and London.

John Delavall, who succeeded to the management of the Harlem estates, was quite young when his father came to this country. (See Riker, p. 447.) He was brought up to a mercantile life in the City of New York, where he joined the Dutch Church, August 29th, 1678. Four years later, after the death of his father, he was commissioned captain of militia, but this honor he soon relinquished, having changed his religious views for those of the Quakers.

Mr. Delavall married, on May 31st, 1686, Hannah, daughter of Thomas Lloyd, of New York, subsequently Governor of Pennsylvania. Later he went to Philadelphia, where he continued in business with Mr. John White, who had been his partner in New York. He died in Philadelphia on August 10th, 1693.

The descendants of this worthy ancestor will be interested in the following notice of Mrs. John Delavall:

"Being earnestly solicited in marriage by John Delavall, who, though a worthy man, was not, at that time, of the same religious communion, she, by her prudent conduct and pious resolution to maintain the principles she professed, without deviating therefrom, in a matter of such importance, did not agree thereto until he, after some time, embraced the truth in sincerity of heart, and bore his cross like an humble follower of Christ" (Riker, p. 447).

His wife pays this loving tribute to his memory:

"He never used to me an expression of anger or the product of a disturbed mind."

v

DYCKMAN.

Jan Dyckman's rise in fortune was the marvel of all who knew his history. In company with his early and life-long



INWOOD STATION, ON THE N. Y. CENTRAL, R. R.

ON THE LEFT IS TUBBY HOOK (SEE MAP), ON THE LINE OF 205TH STREET AND HUDSON RIVER. THE ROAD LEADING TO THE RIGHT IS DYCKMAN STREET, ONE OF THE BOUNDARIES OF PART OF HARLEM'S UNDIVIDED LANDS.



A TYPICAL, HARLEM RIVER SCENE.

friends, Adolph Meyer and Arent Bussing, Mr. Dyckman came from Westphalia to the New World, via Holland, and joined Harlem for better or for worse. As far as hardships went, it was for worse, for Mr. Dyckman, together with Jan Nagel, did much toward clearing and planting upper Harlem at a time when wild beasts and Indians tested the hearts of the bravest.

Previous to his removal to the vicinity of 200th Street and Kingsbridge Road Mr. Dyckman joined the New Harlem militia, and served with distinction in several Indian campaigns, from which he fortunately emerged without wound. At this time he held no real estate, but his signature on legal documents was valued nevertheless, his name appearing frequently in company with the largest property owners and most respected villagers.



MEDAL OF THE REVOLUTION.

With no capital, but gifted with a quick wit and a keen business sense, Mr. Dyckman set about the building up of a fortune second to none among the Harlem patentees. First, he borrowed \$800, and, with Bussing and Meyer, bought up the De Ruine farm. Harlem's taxes, and the difficulty of getting a start, proved too much for him, and the property was turned over to Captain Delavall for about what it cost. Mr. Dyckman now had a chance to show his grit. He went to work for others; grasped his axe more firmly, felled more trees than ever before, and by his splendid perseverance won a small fortune. Coincidentally with the fortune came a good wife, Madelaine Tournour. Almost in the same breath with the publishing of the

bans, Mr. Tourneur, Madelaine's father, died. Two out-gardens, and other Tourneur lands, thus came into Mr. Dyckman's hands. From this time forward there was never a question in the villagers' minds as to whether young Dyckman would succeed. Where would he stop, was the only question.

With Jan Nagel he introduced the practice of taking up large farms and renting them out to laborers. They even made the rent as light as a hen, or two hens, a year, for seven years. "If we win at all," they reasoned, "we shall win heavily." And they did.

After Mr. Dyckman's death, which was followed four years later by that of his wife, the Dyckman and Nagel heirs divided the property equally. Gerrit Dyckman (Jan's eldest son) had already come into possession of 90 acres, and other parcels of the Dyckman estate being disposed of, there remained to be divided some 271 acres (Riker, p. 509).

Gerrit Dyckman was constable in 1710-11. His son Jan was likewise constable in 1734-5; acted as an elder of the Harlem church, and, with Jacob Meyer and Benjamin Benson, was appointed an attorney to sell certain remnants of the common land. He died five years before the Revolution. A number of his descendants, however, saw active service in the war. According to Riker, Sampson and William Dyckman (grandsons of the patentee) warmly espoused the cause of their country, and upon the invasion of the British army left their home for a seven years' exile. Their sons were very active during the war in aiding the American operations, immortalizing themselves as the "Westchester Guides." Jacobus Dyckman (great grandson of the patentee) was a member of the Constitutional Convention in 1821.

HALDRON.

New Harlem's village smith, William Haldron, whose anvil was the first to echo through the Church Lane elms, appears in the Harlem records in 1685, the year before Dongan's patent was issued.

He is described as an Englishman of tireless activity, determined to make his way in the world, for the sake of his wife and little son, by dint of more than ordinary industry. He was a blacksmith by trade; and as the little band of villagers were sadly in need of someone to make angle irons and the like,

Mr. Haldron's coming was hailed with delight. "Just the one we needed," exclaimed the villagers, unanimously, as they welcomed him with one hand, holding in the other the specifications of the church. Undeterred by the fact that this edifice was to be 36 Dutch feet across, with an arched roof, a small steeple, and a scuttle in the roof, Mr. Haldron intimated that the sooner his forge was completed the quicker they would get the supplies he was expected to furnish.

Rapidly the forge was built, where the road ran down by the green to the creek, at 124th Street, and willing hands supplied Haldron's needs almost faster than they came up. Neighbors opened their homes to Mrs. Haldron and the children of the village opened their hearts to little Henry, the son.

Meanwhile the new patent was drawn up by Governor Dongan, and the names of those who had subscribed their names to the document of January 8th preceding were entered as patentees, with the following changes: Jacques Tourneur stood also for his son Jacques, and Peter Parmentier took the place of Jan Louwe Bogert; John Delavall was added in the stead of his father, and Councillor Spragge, Johannes Verveelen and William Haldron, the smith (all freeholders), were entered as patentees; and in the tax list for Dec. 3d, 1685, William Haldron is rated at 1 erf, taxed at 1:17½ florins.

Then Mr. Haldron plied his hammer and pumped his bellows, waking the neighbors at early dawn with the music of his anvil. Showers of sparks flew riverward, and, night and day, the smith worked, the zeal of the entire community spurring him to action; for was not this the proudest event in the history of New Harlem,—the building of her second church? "Think of Haldron's opportunity;" exclaimed the men over their pipes and mugs of ale at the ordinary. "You should be proud, Vrouw Haldron," commented the women.

Immediately, every nerve in Haldron's strong arms was strained to its utmost, with the result, that almost before the village realized it, 139 pounds of iron at 1 guilder 10 stivers (sixty cents) the pound, was turned out, drayed over to the church site (between 125th and 124th Streets on First Avenue), and the gilded "haen" (weather-cock) floated triumphantly in the sound breezes.

Alas! the arm which was master at the anvil was no match for East River currents. On December 7, 1687, William Haldron was drowned. Neighbors comforted Mrs. Haldron as best they could, but she survived the shock only a few months, leaving the lad Henry to fight his way alone in the world.

In April, 1690, the town court ordered "that the property found in the house where William Haldron's widow died, according to the inventory, and also the smithshop, shall be given over to the deaconry of New Harlem and to Johannes Vermilyea." (Riker, p. 513).

Three years later (June 1st, 1693) Zacharias Sickels, an Albany blacksmith, took possession of the Haldron establishment, which included the "house, with smithshop and garden (smith tools included)" signing therefor with the deacons of New Harlem a three years' lease. Included in the New Harlem Records Riker found this document, in English, signed and dated April 17, 1696, by Henry Haldron, giving the deaconry full power to sell or otherwise dispose of William Haldron's effects:

"I, Henry Haldron, son of William Haldron, deceased, do hereby acquit and discharge the Overseers and Poormasters of Harlem, and by these presents do give them full power to sell and dispose of all the goods and movables that did belong to my father, William Haldron, deceased."

"Mr. Haldron's children, so far as known," says Riker (page 513) "were Henry, John and Anna, who, in 1705, married John Allen of Milford, and, in 1720, Thomas Cox of Boston."

Of Henry there is no further account, after the signing of this deed. John Haldron, born at Harlem, married, May 18th, 1707, Cornelia, daughter of Doctor Lucas van Tienhoven, and widow of Andries Holst. She was born in 1678. About 1712 they removed to Tappan on the Hudson, where their descendants became numerous. The children were William, born 1708; Elizabeth, 1709; Lucas, 1711; Elsie, 1713; Sarah, 1716; John, 1719; Cornelius, 1721. William married and had nine children, whose births are recorded. John and Cornelius also had families.

KIERSEN.

Jan Kiersen appeared in New Harlem's history, according to Riker, by "purchasing the lands and patentee rights of William Haldron, deceased." In addition to Mr. Haldron's erf, the late blacksmith's property included lot No. 17, on Jochem Pieter's Hills, set off to the Haldron erf-right, in 1691. Mr. Kiersen, who was born about 1650 at Arnhout, an obscure little village in the "Groot Veenen" (desert-like fens) of the Dutch county of

Drenthe, came to America, in 1657, with his parents, his two brothers and one sister, Grietie.

The real name of Jan's father was Kier Wolters, but, according to a Dutch custom, Jan was called Kiersen (Kier's son) instead of Jan Wolters.

Mr. Wolters, the father of the little family, went first to New Amstel, a Dutch settlement under New Amsterdam's protection, on the Delaware River. The thrifty habits and excellent farming judgment of this new settler soon came to the attention of Governor Stuyvesant. "They tell me," said the Governor, who sent for Mr. Wolters to come to New Amsterdam, "that you can beat any of my people at farming."

Mr. Wolters acknowledged the compliment with a slight bow. "'Tis news to me," he said. "I knew how to make a living in the Groot Veenen. Here it is easier."

Pleased alike with the man's modesty and his talent, the Governor replied: "You shall bring your family to New Amsterdam, and I will give you charge of my bouwery."

Thus the little Wolters entered life on Manhattan Island, with which they were identified for generations. Mr. Wolters, after serving the Governor with distinction, came to New Harlem.

"Glad to welcome you," said the burghers, who had heard of Mr. Wolter's proficiency with the hoe.

Immediately, however, the Town recognized the newcomer's judgment in Town as well as farm matters, and he was accorded many tokens of their appreciation of his merit. He resigned as Overseer when he left New Harlem for Fordham.

Shortly after the first Nicolls charter, Archer, the Westchester thorn in the side of Mr. Verveelen, offered every inducement to get people away from New Harlem. Archer began by leasing his land in parcels of twenty to twenty-four acres, to such persons as would undertake to clear and cultivate the land. With the farm Archer also gave a house and lot in the village.

Mr. Wolters, never daunted at hardship when he saw a chance to better his family's resources, left cleared Harlem for uncleared Fordham, determined, if necessary, to fight his way to fortune at whatever cost, and, on February 12, 1669, signed a lease with Archer for a Fordham farm, the lease to run for seven years from September 20, 1668.

Soon after Mr. Verveelen settled at Papparinamin (Spuyten Duyvil), where he held the key to Manhattan Island, the ferry-

master was appointed Constable of Fordham. Here he stood shoulder to shoulder with Mr. Wolters, now risen to Overseer in his new home. With the ferryman, Mr. Wolters assisted in building the first bridge over the salt marshes, between Fordham and Spuyten Duyvil. After his death (1670) the family separated, Jan returning to New Harlem to pick up the thread of Town affairs.

Jan married Gerritje Van Dalsen, the daughter of a well-to-do Captain, and with his father-in-law he obtained from New Harlem a twelve-year lease of part of the Great Maize Land, as it was called, on Harlem Heights, just south of Fort Washington. But the lands there being laid out and allotted to the inhabitants in 1691 (Riker, p. 512), Mr. Kiersen, on July 2, 1694, bought for "1,000 guilders in money" lots 16 and 18. Five years later (March, 1696) he obtained the "signatures of every inhabitant of the Town" to a paper granting him "a half-morgen of land from the common woods, lying at the south-east hook of the land that Samuel Waldron has drawn out of the common woods, which half morgen he may build upon, thereon setting a house, barn and garden, for which he promises to let lie a morgen of land upon the northeast hook of the aforesaid lot; leaving a suitable road, or King's way, betwixt his house and the lot of Samuel Waldron."

Kiersen built his house and barn, laid out his garden, and on March 7, 1700, the Town officers gave him a deed. This was the first settlement on the well-known Jumel homestead, and Riker says, was the first spot permanently occupied on the heights which lie just north of 155th Street, overlooking the Speedway.

Mr. Kiersen, by purchasing the lands and patentee rights of William Haldron, came to own the lot (No. 17) lying between his two, west of the road. A resurvey of the tract, in 1712, united the three lots in one, known as lot No. 18, and it was subsequently reckoned as forty acres. He sold the old blacksmith shop to Samuel Waldron, as it adjoined the Waldron meadows, but reserved the erf, on which he drew land in 1712.

From time to time Mr. Kiersen added to his holdings on the Washington Heights site. In 1682 he joined the church, served as deacon, also held the position of Town Collector and Constable, and was a party to the Mill Camp grant, in 1738. It is not known when he died, but a signature very like his is found on a Town document of 1749. Possibly this signature is his son's.

Mr. Kiersen left two sons, whose names appear on the roll of Captain Stuyvesant's regiment in 1738, and a daughter, Jan-

netie, who married Jacob Dyckman, of Kingsbridge. Like their grandfather Wolters, the lads were rarely heard from. They were modest, retiring, always working, but never bragging of their accomplishments. Gradually they drifted away from New Harlem, and their property, according to a deed of January 29, 1763, went to James Carroll, of New York, for one thousand pounds. From Carroll the Kiersen property passed to Colonel Roger Morris, whose stately mansion, better known as the Jumel house, still remains, a sign of New Harlem's brilliant past.

KORTRIGHT.

Cornelis Jansen Kortright, the ancestor of one of the wealthy New Harlem families, made his entrance into the village life as the successor of Mr. Verveelen, the town host.

Mr. Kortright, born in 1645 at Beest, in Gelderland, came to America with his father, Jan Bastiaesen, in 1663. In 1665 he married Metje, daughter of Bastiaen Elyessen, in which selection he was particularly fortunate, for Mrs. Kortright, after her husband's death, in 1689, managed the estate with admirable ability.

On the town records, at a date shortly after Mr. Kortright took charge of the ordinary on lot *i* (see village map), there appears this item:

Cornelis Jansen, credit.

Drank at the settlement of the fines, the 25th Oct.,	
1671, at two bouts	f. 34: 0
Also for Mr. Arent, engaged at riding, 2 vans beer	1: 12
Further, after the settlement was concluded, also	
drank five van beer and one muts rum	4: 10
	<hr/>
	f. 40: 2

These and similar items from the pen of Mr. Kortright will suggest that in the early days of New Harlem all business transactions gave occasion for liquid refreshments at the hospitable Indian Trail Inn.

One of the first town offices filled by Mr. Kortright was that of constable, a position in which he served with credit. On December 8, 1674, and again in 1681 and 1682, he served as an overseer. He held the position of Commissioner of the Town Court in 1686, and was re-elected the following year. Further

record of his service as a New Harlem town officer was cut short by his untimely death, an event that was mourned by all the villagers. Mr. Kortright left to his eldest son, Johannes, his "best horse" and his best trooper's saddle, his "best boots, and the best pistols and holsters, and carbine and cutlass." He also left him, over and above his share of the estate, "the lot of land at Jochem Pieter's, to wit, the lot by the great gate."

Mr. Kortright's widow, known as Metje Cornelis, drew largely of the common lands in the several divisions, but survived the partition of 1712 only a short time. To Johannes, already mentioned, came more than his father's boots and saddle, for the mantle of officeholder fell upon his shoulders. Johannes Cornelissen, as he was known, was Collector of the town in 1698, a constable in 1702, and a Surveyor of Highways three years later. Nicholas, Johannes' eldest son, was Constable of the town in 1729, and also Collector. Another of the Kortrights, Nicholas C. Kortright, second son of the Patentee, from whom sprang the main branch of the family at Harlem, served as Constable in 1708-9. He succeeded to the homestead on Harlem Lane (since Nutter's Farm). Lawrence Kortright, son of Laurens, who died, unmarried, in 1761, was the last of the name to hold the homestead. Cornelius Kortright, eldest son of Laurens, was assistant Alderman of Montgomery Ward, 1738 to 1740. Lawrence, Cornelius' eldest son, became a wealthy and prominent merchant. In the French War he was part owner of several privateers fitted out at New York. His name appears as one of the founders of the Chamber of Commerce in 1768. His daughter, Elizabeth, in 1786, married the Hon. James Monroe, afterward President of the United States; and another daughter, Mary, in 1793, married Thomas Knox.

LOW.

Laurens Jansen Low, born in Holland, 1651, first comes into prominence in New Harlem as the joint owner with his brother, Cornelis Jansen Kortright, of Nicholas De Meyer's two farms. His share of the De Meyer lands laid the foundation for a large Harlem estate which, however, did not remain in the family any great length of time. After working the De Meyer farm for a year, the brothers agreed to part, Laurens taking the farm of Lubbert Gerritsen. Cornelis took the De Meyer farm entirely

upon his shoulders, and Laurens gave his brother a lease of his part for four years from September 15, 1670, at the yearly rent of 400 guilders in grain. Laurens then went to Esopus, married, and did not return to Harlem for many years. He eventually returned, and in the division of the De Meyer land took lot No. 2 on Jochem Pieter's, Number 6 on Van Keulen's Hook, the two north gardens (later forming the John P. Waldron homestead) and the two erven on one of which the new church was built in 1686. On February 6, 1667, one year after the first Nicolls patent, Mr. Low was chosen to the very difficult position of fence-master. Tournour's angry reply when taken to task for the weakness of his fences, and his subsequent beating of the complainant with one of the fence staves in question, indicates the courage required in a fence-master in those days.

The next record of Mr. Low is the occasion when he and his brother joined hands with Daniel Tournour as plaintiffs in the famous law suit with Col. Lewis Morris over the Stony Island meadows. The incident throws light on the character of the two brothers. As the lands adjoined the Morris estate, and as Col. Morris had plenty of slave labor to carry out his orders, it seemed as if that preponderance of ownership which rests in security of possession was vested in the Morrisianians. The sturdy brothers from Beest took exception to this, however, being daunted by no obstacle. To Mr. Low the fact that Col. Morris was likely to send a score of negro slaves to give him a beating if he entered the Stony Island meadows (across the Harlem River from the village), only spurred him to insist upon what he considered his rights. "New Harlem owns those meadows," argued Mr. Low, "so why on earth shouldn't she have them?" Repeatedly the intrepid brothers paddled across the river and attempted to mow the salt hay, and as repeatedly were ejected by overwhelming numbers, after exciting skirmishes, in which pitchforks, rakes, scythes, and other interesting weapons were brought into play. "No one shall trespass upon these meadows," was the ultimatum of Col. Morris. "But we will have them," protested the brothers, with equal vehemence, "because we own them." The warfare was kept up for years, and the brothers finally prevailed. A little later, Cornelis Jansen Kortright purchased of the town a small piece of land on Montagne's Flat for \$10. Laurens, not to be outdone in progressiveness, but with an eye to business, successfully petitioned the town to let him take in a corner of the street near his house "so far as the land stretched."

The New Harlem court, in November, 1686, found itself "weakened by animosities." The old board had been invited to sit with the new, but one from each, namely, Cornelis Jansen and his brother Laurens, were absent, the latter having just left on a visit to his kinsfolk, the Roosas, at Esopus, where he and his cousin, Ryer Michielsen, had been only the year before. Two of the other members had a quarrel, one of the old and one of the new Board, Jan Nagel and Jan Dyckman,—all because of a goose of Nagel's getting into Dyckman's grain, had been bitten by his dog. Doubtless, had Mr. Low or his brother been present at the time, one or the other would have been called upon to settle this weighty matter, which Dyckman and Nagel went to court to thresh out. It may be imagined that Mr. Low hurried home from Esopus, to the town meeting at which it was decided to petition Governor Dongan for a new patent. With other of the patentees his name appears in the list of those who agreed to pay according to their estates, and to distribute the common woods in proportion to their holdings. Accordingly, when the Dongan patent was issued, Mr. Low's name was in the list. He died in 1727, after many years of quiet retirement upon the valuable estate acquired by him as a young man. Immediately the family seemed to separate; Lawrence, the youngest son, succeeded to his father's lands at Harlem, but his descendants quickly distributed the estate and moved away from Manhattan.

MONTAGNE.

Closely interwoven with the councils of New Harlem village are the affairs of the Montagne family, whose ancestor, Dr. Johannes de la Montagne braved the perils of Indian massacre in his energetic search for a homeland where he might enjoy religious liberty.

There is no better site in New Harlem than that of the doctor's first settlement,—Montagne's Flat. On previous pages it has been pointed out that this bouwery (farm) is practically bisected by St. Nicholas Avenue, between 109th Street (now in Central Park) and 124th Street. Included in this district are many of the quaint relics, including old block houses, etc., which make New Harlem a mecca for historical students and searchers for the curious. Within its ancient borders lie the Harlem lake at the northern end of Central Park, Morning-

side Park, the great curve of the elevated railroad, the Washington-Lafayette statue, and Washington's block houses

Dr. Montagne's first impressions of the Battery after leaving populous Amsterdam must have been that Manhattan Island had only a handful of houses and a fair wooden fort.

Accustomed as he was to wielding the scalpel, or handling a portable medicine chest, imagine his sensation when he started with his family up the East River in a rough wooden dugout. To-day there is a different, a modern, grandeur about the East River, with its swirling tides and bottomless pits, into which ships have sunk, leaving no trace of their location.

But what of the day when this dauntless medical student took the paddle in his own uncalloused hands,—a modern Ulysses, steering his way through strange and hazardous channels. The East River was lined by stately forests. The lonely heron's shrill cry alone broke the "sabbath stillness of the wilderness," and it may be supposed that as the Montagnes reached the end of Blackwell's Island, and heard the roaring "as of a bull" of Hellgate, their hearts were touched by some emotion of dread.

Undeterred, nevertheless, they pushed through Hellgate Bay and up to Montagne's Point (see map) and ascended Montagne's Creek to about 117th Street. Here the medical student camped for the night, and in this wild land began a new experiment in civilization.

The close association of the name Montagne with Town affairs is noted throughout the history of the corporation. Unfortunately, the doctor died in straitened circumstances, in 1670, four years after the first Nicolls charter. The death of his son John occurred two years later, and the event fell as a personal blow to every member of the town, for Mr. Montagne, as Voorleser and school-master, had assisted in guiding the affairs of the town for so long that he was considered a fixture of the village itself. Interesting indeed, are the accounts of his excellence at horseback riding and other athletic pursuits.

Abram Montagne, or Montanie, as he wrote his name, the only son of John Montagne, Jr., to remain at Harlem, claims attention as the only one of the Montagnes to be mentioned in the Dongan charter signed fourteen years later. He was bred a weaver, and having the schoolmaster characteristics of his father, he taught his trade to all the young men of the village who would listen to him. Three years after the Dongan charter, in 1689, he married Rebecca, eldest daughter of Theunis Ides.

Shortly after the marriage Abram's mother, Mrs. John Mon-

tagne (Kip), died and the young man succeeded to her house and lot in the village. "His rights as a patentee," says Riker, "were by virtue of this freehold; and upon this he drew, in 1691, lot No. 23, five morgen, which in the deed given by the town March 21, 1701, is described as follows:"

There is set off to Abraham de La Montanie (for the right of one erf), a piece of land lying west of the King's way, bounded against the Harlem limits to a steep rock standing in the run, upon it four rods northerly a small maple treet of Metje Cornelis (Mrs. Kortright); and southerly along the King's way to a run where the King's way passes over.

"This piece of land, now within Central Park, lay opposite to and below the old McGown place, stretching along the west side of the road from 99th to 140th Streets, or thereabouts, and upon its southern end afterward stood the Black Horse Tavern, of Revolutionary notoriety. The west side of this grant lay in proximity to the lands of his father-in-law, Theunis Ides (see map)."

On May 18th, 1671, the year before John's death, Jan Louwe Bogert bargained with the owner for his "piece of land named in the Dutch language Montagne's Punt, or by the Indians Rechanis," for the sum of 3,000 guilders. He reserved "the crop of grain, the hop plants, apple and pear trees, and twelve cherry trees." Full possession was given on May 1, 1672.

"Two years later Mrs. Montagne closed the sale of the farm to Mr. Bogert, by a warranty deed, dated March 30, 1674, acknowledging the receipt of the 3,000 guilders, and conveying for herself and her heirs; having power to do so, as is evident, either under the will or by the recognized sanction of the public secretary and one of the Magistrates. Later still,—that is, in November 14, 1679,—she conveyed, for 300 guilders, to Mrs. Bogert, "authorized by her husband," to take the deed, the parcel called the hop garden at the rear of the farm, or 'lying behind the land of Jan Louwe, over against the hill.'"

Subsequently, Mrs. Montagne bought a village residence, the inheritance of Abram at her death, as we have seen.

Brave soldiers and "toilers of the sea" were many of those who followed in descent from Abram. His son Jacob was a block-maker, and other descendants were either block-makers, ship-builders or sailors, worthy successors of their illustrious ancestor who braved sea tides to wrest a home from the savage-haunted wilderness of the New World.

MYER.

Descended from the counts of Bentheim, Adolph Meyer, compatriot of Arent Bussing and Jan Dyckman, found his way to Harlem five years before the first Nicolls patent and was almost immediately recognized as a leader, in spite of his then slender fortune.

Ten years after his arrival the following bans were published in this quaint wording:

Persons whose bans of matrimony are entered by consent of the Worshipful Mayor of this City, New York, and, according to custom, published in this church.

April 29th. Adolph Meyer, young man, born at Ulsen, in Westphalia, with Maria Verveelen, born at Amsterdam.

After three years of married life Mr. Meyer joined the church, and established his home on Third street (see village map), lots *k* and *l* where, with his father-in-law, Mr. Verveelen, he lived for some time. Lot *l*, it will be remembered, was also the site of the village ordinary, first built by Mr. Verveelen, and afterward run by Mr. Kortright.

Among the first to recognize the danger in Governor Andros' peremptory division of the New Harlem undivided land, was Mr. Meyer, shown by his signature to the following document:

To His Excellency, the Governor General at New York:

The Constable, Magistrates and Inhabitants of the Town of New Harlem respectfully represent that your petitioners have understood and been informed by their Constable and Joost van Oblinus, that your Excellency's purpose is to distribute the lands lying within their Town's jurisdiction, for bouweries and plantations; wherefore they the petitioners and undersigners request that each may be allowed a part of the same to build upon and plant, etc. Remaining, etc.

In fact, few movements in the village life were without the personal presence or influence of Mr. Myer, and the town records show the list of offices held by him to have been important, both in number and responsibility. Throughout the Indian wars Mr. Myer served as a corporal, usually in charge of Company No. 1.

In 1674 he served as schepen; in the same year as overseer. This office he filled so acceptably that he was re-elected in '76, '77 and '82. He was constable for three years, from 1684 to 1687, an authorized attorney of the town in 1691, an assistant

alderman in 1693 and 1694, a surveyor of highways in 1696 and 1697; again elected authorized man 1699; again appointed overseer in 1701; served as assessor in 1703, and once more as surveyor of highways, in 1710. In addition to holding these town offices Mr. Myer served as elder of the church most of this time, and between 1691 and 1701, with others chosen for that purpose, he had much to do with the first allotment of the common lands under the Dongan patent, and in this division he signed the deed. Mr. Myer died in February, 1711, and by his will made the thirtieth of that month he left the use of his property to his widow.

Mrs. Myer, mother of a large and worthy progeny, identified, as she was, with Harlem from her early childhood for a period of eighty-five years, and, as daughter of the patentee, Johannes Verveelen, directly concerned in the principal distribution of the common land, becomes a historic character. After a married life of forty years and thirty-seven of widowhood, and having survived all the Dongan patentees, except possibly Barent Waldron, death overtook her at the advanced age of 91 years, in 1748 (Riker, p. 304).

NAGEL.

Jan Nagel, a soldier in the service of the Dutch prior to the first English occupancy, is spoken of as a man of sterling qualities, but one who was by no means backward in expressing his sentiments. Nagel, it seems, was thoroughly Dutch, and the thought of having any other ruling power than Stuyvesant in command at Fort Amsterdam was a last drop in his overflowing cup of bitterness against the new government. Mr. Verveelen met Mr. Nagel shortly after the fall of Fort Amsterdam, and advised him of one of Governor Nicolls' rulings. Nagel sat down at once and wrote one of the most pungent protests against English rule that appears in the history of Harlem. The protest reads as follows:

April ye 12, 1667.

I take this opportunity to send you word that I will see you to-morrow to comply with ye orders of ye new government, as such a course seems now necessary, and leaving no other alternative; but not without very strongly protesting against ye injustice, which has long been heaped upon us. Not finding satisfaction in ye confiscation of very valuable property, they are now compelling us to submit to an illegal and tyrannical foreign govern-



OLD DYCKMAN HOME—206TH STREET AND BROADWAY.



SPUYTEN DUYVIL CREEK—VIEWED FROM THE OLD POST ROAD.

ment. If God has designed in His providence that ye Dutch people should become victims to ye treachery and rapacity of ye English, then all they can do is to submit.

JAN NAGEL.

Mr. Nagel's temper was not sweetened by a fine of \$2.40 for this act of insubordination, and, in fact, it took some time to heal the wound which this action on the part of Harlem's English sympathisers had occasioned.

Three years later Resolved Waldron made over to Jan Nagel part of lot No. 4 on Jochem Pieter's. This set the village gossips buzzing. Someone suggested that the young Hollander, who was said to be a widower, had been several times on Church Lane with Rebecca, daughter of the esteemed Resolved Waldron. In fact, those best posted in the village society news of the day affirmed that there was a possibility of a double wedding in the Waldron household, for Altje Waldron and Johannes Vermilye were said to have been pierced by Cupid's shafts. No one was astonished, therefore, when these four appeared at the Stadt-huys in New York and "entered their bans of matrimony before his Honor, the Mayor of this city, to be proclaimed at the usual time and place." The prophesied double wedding followed in due course.

Mr. Nagel's subsequent rise as a real estate operator of magnitude dates from this period. He seems to have had a mental insight into the possibilities of large land speculations in Harlem, and to have waited in his rather meteoric career only long enough to entrench himself securely in the position he held on Van Keulen's Hook. Within three years he had leased from the town for six years some land at Sherman's Creek, from May 1st, 1671, at \$12.40 a year,—a big price for the rent of a farm in those days. As the success of his undertaking became assured he was led to go still deeper into real estate transactions, and in 1677 he is found signing the famous "two hens a year for seven years" lease, as joint proprietor with Jan Dyckman, of lots at the northeast end of the island, marked 1, 2, 3, 4 and 5, containing 74 acres of upland,—the beginning of the fine estates subsequently held there by the Nagel and Dyckman families. Subsequently, Messrs. Nagel and Dyckman became joint owners of the adjacent tract known as the Jansen and Aertsen patent, and afterward of the Papparinamin patent, the site of Verveelen's second ferry at Spuyten Duyvil.

OBLINUS.

Joost van Oblinus' parents entered Harlem life on Nov. 8th, 1663, by buying a lot on Van Keulen's Hook from the heirs of Philip Casier, mentioned in some of the earlier New Harlem documents. The parents soon returned to Europe, leaving young Joost in Harlem, as indicated in a letter written soon after the English took New York, to his "virtuous, well beloved brothers and sisters."

"Know, my beloved brother, that we are here in the land before this called New Netherland and now New England, by the English masters, being to the injury of our Dutch nation," etc.

When the elder Joost left Harlem, the young man, it seems, succeeded to his father's estate, and it is doubtful if the record of any Harlem youth excels that of the patentee under consideration. Left practically to his own guidance, this youth managed his estates with such sagacity, and otherwise conducted himself with such level-headedness, that he may be said to have been looked upon as the Nestor of the patentees. In him, during the latter years of Harlem's village life, rested the final decision in all matters politic and spiritual. He was the Solomon of the community. Land questions, complicated to almost everyone else, were always finally referred,—“with the aid and advice of Joost van Oblinus, Constable.” Perhaps the keynote of Mr. Oblinus' success lay in his constant giving to the church and the town. One of the early mentions of him occurs in 1669, when he offered to cut and deliver 12 loads of firewood for the voorleser. It is not improbable that his tendency in this direction was influenced somewhat by the excellent advice and counsel of his companions, Demarest, Bogert, Kortright and Low, who reached New Amsterdam on the Spotted Cow, in 1664. However this may be, Mr. van Oblinus continued to give largely to the support of the town of his adoption, for on May 1st, 1670, we find him second only to Resolved Waldron in the generosity of his donation to help pay the town's indebtedness. It is noteworthy, too, that of the 24½ erven held by the villagers, Mr. van Oblinus held the highest number,—that is, three. The youth's properties constantly increased through his good management. It might be said, in passing, that in his early days in the village he had entered the employ of Mr. Delamater, in order to familiarize himself with the best farming methods of the day. The wisdom of this action is shown in the excellence of his subsequent management of his estates. Throughout his career the qualities

that resulted in his being an acknowledged leader were first manifest in his unflinching service. In 1675 he is found serving, musket in hand, as a private in the night watch. The next year, at a meeting held Monday, Feb. 19th, 1676, the town met to try and arrange some way of settling the town debts. At this meeting there were present "their honors, Resolved Waldron, Constable; Jan Louwe Bogert, Adolph Myer, Arent Harmanse Busing, Daniel Tourneur; with the advice of Joost van Oblinus." Still increasing his real estate holdings from time to time, Mr. van Oblinus came into possession of No. 2 of the north gardens. His generosity was again displayed by a gift of forty florins (\$16), as a farewell contribution for the support of the *voorleser* for that year, more than twice the amount given by any other contributor, with the exception of Mr. Waldron.

After being included in the list of petitioners for the Dongan patent, and after being named therein as a patentee, Mr. Oblinus now appears as a typical village solon, whose thrilling tales of the French invasion of Flanders, the escape with his parents to Holland, his sojourn at Mannheim, the second flight before the French invaders and the final adieu to the shores of Europe, endeared him to all the children of Church Lane.

This last survivor of the Nicolls patentees died in 1706. His son Peter, who wrote his name *Oblienis*, became a church member at the early age of 19, served many times as deacon and elder, and throughout most of his 80 years was a leader in church and town affairs. One can understand the significance of his marriage to Cornelia, daughter of Resolved Waldron, on June 8th, 1685, for by this union were joined together two extremely influential families.

TOURNEUR.

One incident in Harlem history must forever stand out as indicative of the Tourneur characteristic,—the fight over the Stony Island meadows. In this memorable contest young Daniel Tourneur was the victor, after a running fight with Col. Morris extending over several years. His conquest, however, was only typical of the tenacity of his father, Daniel Tourneur, senior, who died before the issuance of the Dongan patent.

The Tourneurs, it seems, had been victims of repeated persecutions in France, and had been driven from home in the fruitful valley of the Somme in the wake of a relentless war.

Subsequent incidents indicated that their flight was not unaccompanied by violence. In fact, Mr. Tourneur was repeatedly accused of having killed a man, but it was shown that he, with others, was only acting in self defence.

Leaving Picardy, Mr. Tourneur went to Leyden, and on September 5th, 1650, married Jacqueline Paresis. Two years later he sailed with his wife and infant son, Daniel, Jr. for New Netherland. Mr. Tourneur first lived in Flatbush, with many other refugees who later became famous in New Harlem. Here his military prestige served him in good stead, and he was made corporal of a company formed April 7th, 1654, for protection against marauders; after which he moved to New Amsterdam and built a house on the Prince's Graft. On August 16th, 1660, six years before the first Nicolls patent, he was offered a magistracy at Harlem, but he probably continued doing business in New Amsterdam for some time, since in the following October he was made one of the "sworn butchers" (Riker, page 544).

The next winter he put up a barn on his village plot at Harlem, where he had already built a house, and whither his son removed, serving in the magistracy at various periods, and for several years as deputy sheriff. He was repeatedly chosen deacon, besides which he was a delegate to the General Assembly of 1664 and was also one of the Nicolls Patentees.

Mr. Tourneur was an under sheriff when Jan Nagel wrote his remarkable protest to Mr. Verveelen. Mr. Tourneur recommended that the offender "be bound over to the Mayor's court as a rebel, on the charge of having refused to obey the charge of the constable." So many were involved in this discussion, and so numerous were the sympathizers of Mr. Nagel, that Nelis Matthyssen, a former magistrate, was asked to take the bench. Mr. Tourneur strongly protested. "Nelis is a rebel," shouted Tourneur. Thereupon the carpenter summoned Mr. Tourneur to prove his accusation, and seemingly, he made good the charge, for Matthyssen was fined \$2.40 and costs of suit. From this time forward Mr. Tourneur appears as the champion of the town, no matter what the dispute. In 1669 he fought Archer for the preservation to Harlem of the Spuyten Duyvil and Westchester meadows. In the same year, as magistrate, he was summoned to appraise the effects of Delavall's miller, Hage Bruynsen. Later in the same year he was appointed a commissioner for the Harlem district, together with Resolved Waldron,—their duties being to see that New York and Harlem be connected by a suitable roadway at the earliest possible moment. About this time Mr. Tour-

neur's negro ran away, and the affair caused concern, even at the executive mansion. "Whereas," read Governor Lovelace's proclamation, "there is lately a negro servant run away from his master's service and supposed to be gone your way toward New England, these are to require all persons within this government and to desire all others, if the said negro can be found within your liberties or precincts, that you forthwith seize upon and secure him, and cause him to be safely conveyed to this place, or to his master, Daniel Tourneur, at Harlem, upon this island. The Negro is big and tall, about 25 or 26 years old, and went away from his master four or five days since. Given under my hand at Fort James in New York, this 28th day of June, 1669. Francis Lovelace."

Besides being a "sworn butcher," in 1670, Mr. Tourneur, together with Resolved Waldron, was appointed an official "brander" for the town, the intention being to brand all cattle so that the villagers could be made responsible for stray animals.

The details of the thrift by which Mr. Tourneur acquired his goodly fortune will possibly never be known, but various items in the town records indicate his continued and ever-increasing prosperity, as in an item brought to the attention of the town by Resolved Waldron, stating that the village owed Mr. Tourneur 73 florins 16 stivers. This sum, equal to about \$30, represented a good many days' labor.

After being mentioned in almost every town event of importance for the next two years, Mr. Tourneur's life closed on a remarkably successful career. Of him Riker says that he was "a man of generous instincts and of great energy, and to his tact and abilities the town owed much of its success."

Mr. Tourneur left five children, all of whom married and left descendants. Daniel, the eldest son, was a magistrate, a Dongan patentee and a fighter like his father. Under Leisler he was made a lieutenant of militia.

VERVEELEN.

Everyone who has followed Mr. Johannes Verveelen's history must admire the sterling courage of the early New Harlem ferryman. His ancestors were German, citizens of Cologne, whence his grandfather, Hans Verveelen, removed about 1610 to Amsterdam, obviously to escape the oppressive policy directed against those of the reformed faith.

Mr. Verveelen, the patentee, first comes to notice in the history of Harlem shortly after the ordinance of Governor Stuyvesant calling for the establishment of a village for the further promotion of agriculture at the end of the island, that is, at 125th Street and First Avenue. Previous to this time he had been in the brewing business, in partnership with Isaac De Forest; and so popular had he become in New York that when the ground was broken for the village of Harlem he was the natural choice for tapster, and "regaled the company with generous potions of his New Amsterdam beer."

One clause in Governor Stuyvesant's ordinance read:

Seventhly; for the better and greater portion of neighborly correspondence with the English of the North, the Director General and the Council will, at a more convenient time, authorize a ferry and a suitable scow near the aforesaid village in order to convey over cattle and horses; and will favor the aforesaid village with a cattle and horse market.

In this clause Mr. Verveelen saw an opportunity to combine the duties of the town host and official paddler. Accordingly, he petitioned for the franchise, and his request was granted. Meanwhile he had identified himself with Harlem interests to such an extent that his name appears on the first petition for a little church at Harlem. The petition read:

To the noble, very worshipful, their honors the Director-General and Council of New Netherland.

Gentlemen: Your noble worships' petitioners, residents of New Harlem, show with due reverence and submission, that by their saving faith, obtained through hearing the gospel preached and taught, they too find themselves, for the sake of their salvation, compelled conscientiously to promote with increased diligence and zeal whatever your noble worships' petitioners and commissaries of this village have determined upon and undertaken for the maintaining of public worship and the outward means of grace, to the magnifying of God's name, the observance of His day of holy rest, and the up-building of the body of Jesus Christ. But having seen from sabbath day to sabbath day the small and insignificant success of the public gatherings, and believing confidently that everything relating to public worship may be brought in better train and all be more properly ordered, by the services of a salaried voorleser and schoolmaster, to read God's word and edifying sermons, keep school, catechise and visit the sick, your noble worships'

petitioners, appointed to attend to the public welfare and advantage of the said village, thought it proper, very timely and only their duty, to speak to the community about this matter, that they persuade Jean de la Montagne, a resident of the said place, to undertake such services provisionally for the least possible salary, and then present themselves before your noble worships as patrons of the church of Jesus Christ with this humble and Christian petition, that your noble worships may please to consent both to the office and person before named, for the benefit of God's church and not less necessary teaching of the children. But perceiving their present inability and incapacity to give in the aforesaid case a full and proper salary, and not having been able to collect for his support more than 24 schepels of grain, they respectfully request your noble worships, that in their usual noble discretion your noble worships contribute something toward a decent salary and the greater encouragement of your noble worships' very humble petitioners and God's subjects.

Your noble worships' most dutiful petitioners and humble subjects,

D. TOURNEUR,
JOHANNES VERVEELEN,
J. P. SLOT.

Done New Harlem, Dec. 25, 1663.

Mr. Verveelen, it may be added, was so earnest in his effort to secure the voorleser for the village that he was made chairman of the committee to present this appeal to "their Noble Worships." Either the wording of the document or the worshipful way in which it was presented, or both, appealed to the Director General and Council, for within fifteen days this answer was returned:

Received and read the foregoing request of the Commissaries of New Harlem, and therewith heard the verbal statement of Sieur Johannes Verveelen, at present Commissary there, that it is highly necessary that a person be appointed there as voorleser and schoolmaster; therefore the Director-General and Council accept and appoint thereto the proposed person, Johannes la Montagne, Junior, and in order that he may attend to these officers with greater diligence, to him shall be paid annually on account of the company, the sum of fifty guilders (\$20) according to the state of the treasury.

Soon after this successful diplomacy in behalf of religion Mr. Verveelen purchased, together with Daniel Tourneur and

others, a consignment of negroes. For his servant Verveelen paid 445 florins (\$198). Tourneur paid 465 florins for his negro. "These were probably," says Riker, "the first slaves owned at New Harlem." Shortly afterward, as if to keep religion and business well balanced, Messrs. Tourneur, Montagne and Verveelen gave Governor Stuyvesant a little dinner that cost the town about \$8.40. Here was discussed the advisability of attempting to build a New Harlem church. Over Verveelen's ale and good Virginia tobacco they determined to make a start, by laying out the Buyten Tuynen, or gardens, across Church Lane from the stockaded village site, these to be sold to actual Freeholders or residents at 25 guilders (\$10) each. Anna Jaersvelt, now Mrs. Verveelen, was present on this occasion.

When Mr. Delavall made his proposition to build a mill for New Harlem if the town would erect a suitable ordinary for the convenience of travelers, Mr. Verveelen agreed to take both the ferry and the ordinary for six years, in order to help the village to get its flour mill. He was formally sworn to provide proper entertainment for travelers, victuals, drink and lodging, etc., and further, not to tap liquor to the Indians who should resort to the village.

Harlem was very grateful to Mr. Verveelen for his willingness to help her on this occasion, and out of gratitude gave him at his request an addition of six feet to his house lot next the street, "as he was cramped for room and must make convenience for his ordinary." Hence it was that the little inn, subsequently run by Mr. Kortright, extended six feet over the line of the Indian trail fence and the sign of mine host, patterned after that of the village tavern at Schoonrewoerd, could be read fully three blocks away from the village green. The establishment of the ferry gave new ambition to the village. Verveelen having fitted up his ordinary and provided boats for transportation, put his negro, Matthys, in charge, and found plenty of work to do in taking care of those who called for refreshment at the inn, or asked to be accommodated for the night, Daniel Tourneur, always a champion of the right, at no matter what expense, now disturbed Mr. Verveelen's seemingly unalloyed happiness with the charge that Johannes Verveelen "did, on the 6th February, wickedly smuggle one half vat of good beer." Mr. Tourneur suggested that it would be a good plan to fine mine host 2,100 guilders (\$840), for his "wicked smuggling." Mr. Verveelen, being a close observer of human nature, not only got around the fine, but succeeded in having the excise laws set aside, in his particular case, for the

period of a year. An excellent account of Mr. Verveelen's thrilling experiences at his post as ferryman in the hour of trial and danger may be found in Riker's history of Harlem. As has been seen, the 125th Street and Harlem River ferry proved impracticable, because people would wade their horses and cattle across Spuyten Duyvil creek rather than pay Mr. Verveelen a few cents for ferrying them across where the water was deeper and the danger greater. Accordingly, the ferry was moved to Papparinamin ("The Place Where the Stream is Shut"). "The public duties entrusted to Mr. Verveelen, and his long retention as ferry-master evidenced the favor in which he was held."

VERMILYE.

Capt. Johannes Vermilye was the progenitor of all the Vermilyes in America. His forefather, Count Stephen Vermigli, lived in Perugia, not far from Florence, some twenty-five years before Columbus discovered America.

The New Harlem Vermilye's predecessor, awakened by the preaching of Savonarola, the Protestant Reformer, renounced the Roman Church, accepted the new faith, married a nun, and went to Holland, where his fame as a scholar had preceded him. There he was invited by Archbishop Cranmer to fill a professional chair at Oxford. Here he spent the later years of the reign of Henry VIII., of England, in compiling, in collaboration with Cranmer, the first Book of Common Prayer of the Reformed Church of England. When Bloody Mary succeeded Henry on the English throne, he was again obliged to flee for his life. He went to Zurich, in Switzerland, and remained there until Edward VI became King of England.

Isaac Vermilye, father of the New Harlem Patentee, had little of the blood of his Italian ancestors in his veins at his birth in Leyden in the year 1632.

Of his life and wanderings in his efforts to secure a permanent refugee from the bitter religious persecutions which those of his faith were compelled to undergo in the stormy years of the first half of the seventeenth century, no record remains. We only know that he was born and baptized in London in 1601; that he married a wife from Amsterdam in 1627; that he was living in Leyden in 1632, when his youngest son Johannes

was born, and that he came to Harlem in 1662 and died there in 1676.

As the records of the town of New Harlem and the receipt for the family's passage money on the good ship which brought the family to America do not mention the name of his wife, it is quite certain that Isaac Vermilye was a widower when he reached New Harlem with his children. Johannes was about 30 years of age when he arrived in New Harlem. In 1676 he married Aeltie, daughter of Resolved Waldron.

Mr. Vermilye was first made captain of the company of militia which was organized to defend the town of New Harlem from the Indians. Next he was elected constable, and subsequently served several terms as a magistrate of the town.

In his later years he became the friend and adviser of the unfortunate Governor Leisler, was a member of the latter's Committee of Safety and of the Common Council of New Amsterdam under Leisler's Governorship, taking his seat in the Council on December 11th, 1689. Shortly afterward he was sent by Leisler on an embassy to New Haven. He remained a member of Gov. Leisler's Council until a sudden end was put to that Governor's rule by the arrival in New York of Col. Slaughter, on March 20th, 1691, by whose orders Leisler and his Council (Vermilye included) were committed on the charge of high treason.

The execution of Leisler and Milbourne foreboded a similar fate for Johannes Vermilye, but after a period of painful suspense of over seventeen months, he and his fellow prisoners were liberated by Gov. Fletcher on his arrival and pardoned by the King, February 20th, 1693. Johannes Vermilye survived his trying ordeal only a short period, dying in 1696, leaving his widow and seven children, two sons and five daughters, surviving; two sons, Abraham and Jacob having died in infancy.

Of the five daughters, the eldest, Rebecca, married Peter Bussing; Hannah married Jonathan Odell, who was one of the great-grandfathers of the present Governor of New York. Several of the patentee's descendants have occupied prominent positions in New York's financial and social affairs.

WALDRON.

Resolved Waldron, perhaps the most noted of the Harlem patentees, respected and beloved by all for his clear judgment, wide experience, and unvarying affability, came from English

stock, of the time of William the Conqueror, but was born and raised at Amsterdam, and acquired many of the characteristics of the Hollanders; in fact, so thoroughly Dutch was he in his leanings, that when the English conquered the province, he retired from New York to Harlem, in disgust. One reason for this, perhaps, rested in the fact that he was a great favorite with Governor Stuyvesant, to whose notice he had come shortly after his entry upon public service in New Amsterdam, in 1657. On April 17th of that year he was made an overseer of workmen. So conscientiously did he perform his duties, that the Director and Council, in the following year, appointed him Deputy to the Attorney-General, and the Burgomasters were ordered to recognize him as Deputy Sheriff. Mr. Waldron, with his English blood and Dutch training, was the kind of a man who would carry out an order to the letter. He was charged by the Quakers, some of whom he arrested, with being hard-hearted. But how his obedience must have appealed to Governor Stuyvesant, one may imagine who has read the story of Stuyvesant's constant insistence upon the enforcement of obedience.

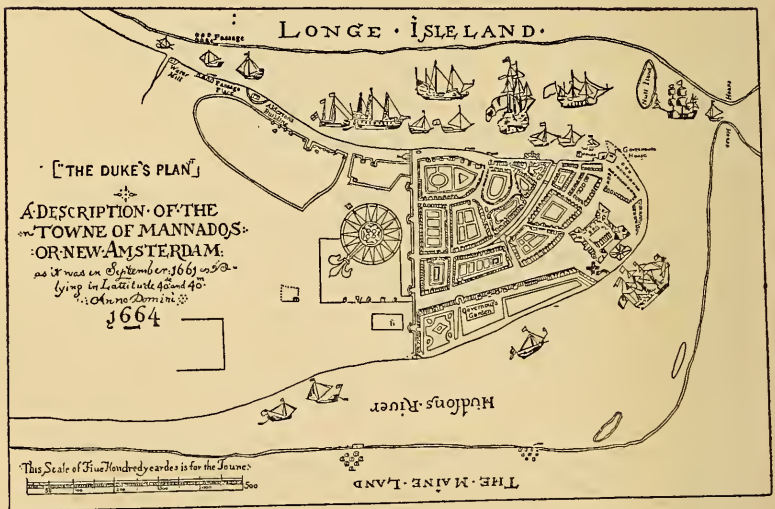
Mr. Waldron visited, upon public errands, every part of the province, and even the neighboring colonies; and, in 1659, was sent to Maryland to vindicate the Dutch title on the Delaware. The next year the Directors in Holland would have made Waldron Sheriff of the towns on Long Island, had it not been for the Governor, who insisted that he could not spare him.

"Respecting the person, Resolved Waldron," said the Governor, "we may be permitted to remark, that when appointed as a deputy to the fiscael and as schout-by-nacht in this city, he conducted himself with so much fidelity and vigilance, that he gave to us and the magistrates great satisfaction, so that his services, both as respects the company and the fiscael, can hardly be dispensed with."

So the Governor was permitted to retain his favorite officer until the arrival of the English, on which occasion, says Riker, Waldron took the oath of allegiance (October, 1664), but retired to private life at Harlem, with all the disappointments of one whose interests, as well as sympathies, lay with the former government.

The withdrawal of the Dutch soldiers from Harlem,—most of these, at the surrender, returning to Holland,—and the abrupt departure of others, gave an air of desertion to the village; but into this breach Waldron now stepped, with the assurance of one thoroughly familiar with governmental affairs and with the man-

agement, not only of New Amsterdam, but of the various colonies along the coast. Stern, resolute, unbending, yet tender-hearted withal, Mr. Waldron helped to mould the affairs of the little village with the master-hand of one who felt well qualified for the position at New Harlem's helm.



THE BATTERY OF 1664.

NOTES ON INTERMARRIAGES AMONG THE
PIONEER FAMILIES.

At the beginning of the Eighteenth Century the little isolated community of New Harlem consisted of half a hundred homes. The fear of race suicide, which 200 years later was to be seriously discussed by their descendants, had not yet entered the domestic or political problems of these more primitive times. The small two-story Dutch homes generally sheltered each a half-score or more of sturdy youngsters. "Intermarriage," says Riker, "among the resident families was the rule, and he was thought a bold swain truly who ventured beyond the pale of the community to woo a mate."

This simple, natural practice of marrying among neighbors was fraught with consequences not to be foreseen by the 40,000 descendants of the thirty families who constituted the village of New Harlem two centuries ago. As a matter of fact, all, or very nearly all, of those who to-day bear the names of the twenty-three original patentees of New Harlem, and the seven or eight hundred others of different surnames who later married into these families, are knit together by ties of kinship of which few are at present aware.

The children and grandchildren of the patentees were nearly all cousins. Some two hundred and fifty or three hundred children and grandchildren of the original settlers were all closely bound by ties of blood relationship. Fifty years after the village was settled, or about the end of the first quarter of the eighteenth century, there was scarcely one of the families of the patentees that was not related to every other of the twenty-five or thirty families that first settled the village.

Of Resolved Waldron's four daughters, Altie married Johannes Vermilye; Rebecca married first Jan Nagel and afterwards Jan Dyckman; Ruth married first Jan Delamater and afterwards Hendrick Bogert; Cornelia married Peter Oblinus, and their brother Johannes married Anna Von Dolsen. These marriages resulted in the binding by ties of close kinship the seven families, of Waldron, Nagel, Dyckman, Vermilye, Oblinus, Delamater and Bogert.

This was but the beginning of a series of marriages between cousins, which in two or three generations resulted in welding closely together all or nearly all the families of the original settlers. Of the 40,000 or more descendants of these families

now living, nearly all are cousins, not further removed than the fourth degree.

The following list of intermarriages of the children of the patentees may interest some of their descendants: Of the Bussing family, Arent Harmanse Bussing, the patentee, married Susan the daughter of Jan Delamater. His son Peter married Rebecca, daughter of Johannes (and Aeltie Waldron) Vermilye. John and Margaret Bussing married respectively a daughter and son of Cornelis Jansen Kortright. Elizabeth Bussing married Matthew Benson and Engeltie married Abraham Meyer. Of Peter Bussing and Rebecca Vermilye's four children, two married Bensons and two Meyers.

Jan Dyckman married first, Madeline, the daughter of Daniel Tourneur, and after her death, as already mentioned, Rebecca Waldron, who was at the time of her second marriage the widow of Jan Nagel.

Jan Dyckman's son Jan married his cousin Deborah Nagel, while his sister Magdalena married Deborah Nagel's brother, Jan Nagel 2d. Jacob Dyckman married Jannetie Kiensen; Sarah married Rebecca, Joseph Hadley, and their daughter Mehitabel married her cousin Isaac Vermilye.

Adolph Myer married Maria, the daughter of Johannes Verveelen, and their children married respectively into the Van Dolsen, Benson, Bussing, Waldron, Lent and Haring families; while their grandchildren married into the Dyckman, Waldron, Bussing, Delamater and Kortright families.

Maria Vermilye, sister of Capt. Johannes, the patentee, became the wife of Jean De la Montagne, and her children married into the Bogert, Bussing and Kortright families, while Nicasius, the son of John de la Montagne by his first wife, married Christina Roosevelt.

Of Johannes Vermilye's daughters, besides Rebecca, who married Peter Bussing, Maria married Peter Kiensen; Sarah married Teunis Van Dolsen and Hannah married Jonathan Odell, the great-great-grandfather of the present governor of New York; and in the two following generations of the Odell and Vermilye families, and of the Dyckman family, there were no less than ten intermarriages of cousins belonging to the three families. Aeltie Vermilye, a granddaughter of Johannes and Aeltie Waldron, married John Kortright.

Daniel Tourneur's children married into the Kortright, Obelinus, Dyckman and DeVoe families, while his grandson Jacobus married a granddaughter of Laurens Jansen Low.

In addition to the connection by marriage between the Verveelen and Meyer families, already noted, there is that established by the two grandchildren of the old ferryman, Johannes Verveelen. Bernardus and Jacobus married, the one a Delamater and the other a Nagel.

Jan Louwe Bogert's two daughters, Margaret and Cornelia, married a Haring and a Quackenbos respectively; while his granddaughter Jannetie became a Waldron, and his great-granddaughter Anna married Jacobus Roosevelt.

Jan Nagel and Rebecca Waldron had a son Jan, who, as we have seen, married his cousin, Magdalena Dyckman; another son, Barcut, who married Jannetie Kiersen; and a daughter, Johannes, who became the wife of Wm. Waldron; while Sarah, their granddaughter, married Peter Oblinus, and her sister Deborah married Benjamin Waldron.

Jan Hendricus Brevoort's grandson Hendricus married a Delamater; Wm. Haldron's grandson Cornelis married Anetje Meyer, and Jan Kiersen's daughter Jannetje married Jacob Dyckman.

Joost Oblinus' daughter married Isaac Vermilye, and his grandchildren married respectively into the Nagel, Tourneur and De Voe families. The children and grandchildren of Laurens Jansen Low intermarried with the Bogert, Delamater, Tourneur, Oblinus and Meyer families; and those of Cornelis Jan Kortright into the Dyckman, Benson, Bussing, Quackenbos, Delamater, Meyer and Vermilye families.

The following is a summary of the estimated number in each family (including main line and branches) descended from the twenty-three Harlem patentees:

BENSON.

	Number of Descendants Already Traced.	Estimated No. of Living Descendants.
Main Line.....	59	
Branches	101	
Supplements	17	
Lane	33	
Marks	33	
Westervelt Banta.....	14	
Cowenhoven	14—257	1,500

BOGERT.

Main Line.....	164
Branches	191

	Number of Descendants Already Traced.	Estimated No. of Living Descendants.
Supplements	92	
Quackenbôs	165	
Brinckerhoff-Quackenbos	56	
Leggett "	82	
DeForest "	107	
Lansing "	38	
Wynkoop "	121	
Haring	171	
Blauvelt-Haring	88	
Powless "	135	
Demarest "	44	
Firman "	20	
Van Houten-Haring.....	96	
Van Houten.....	7	
DeBean-Haring	171	
Forshee "	34	
Hopkins "	48	
Roosevelt "	118	
Roosevelt "	100	
Knickerbocker		
Van Antwerp.....	96	
Westervelt	131—2,281	4,500

BUSSING.

Main Line.....	55	
Branches	77	
Supplements	68	
Slater	89—289	1,500

BREVOORT.

Main Line.....	20	
Branches	90	
Supplements	19—129	500

DELAMATER.

Main Line.....	442	
Branches	377	
Supplements	285	
Pierce	201	
Lamreaux	88	
Brayman	73	
Gilbert	58	

	Number of Descendants Already Traced.	Estimated No. of Living Descendants.
Ostrander	57	
Jackson	66	
Newman	17	
Van Vredenburg	23	
Smith	30	
Low	8	
Stearns	47	
Van Gasbeek	151	
Bogert	133—2,056	7,000

DELAVALL.

No Main Line.		
Bryant Supplements, Carteret Branch...	40	
Carteret Supplements.....	172—272	1,000

DYCKMAN.

Main Line.....	43	
Branches	31	
Supplements	19	
Hadley	165	
Stewart	198	
Meade-Stewart	38	
Smith	27—521	1,000

HALDRON.

Main Line.....	14	
Branches	2	
Supplements	0—16	300

KORTRIGHT.

Main Line.....	173	
Branches	53	
Supplements	12	
Sherman	52	
Holly	83	
Line	38	
Ransom	47	
Writer	53—511	1,500

LOW.

Main Line.....	55	
Branches	91	
Supplements		
Bodine	204—350	2,000

MONTANYE.

	Number of Descendants Already Traced.	Estimated No. of Living Descendants.
Main Line.....	123	
Branches	39	
Supplements	37	
Brower	20—219	1,000

MEYER.

Main Line.....	23	
Branches	16	
Supplements	32	
Lent	125	
Randall	55	
Backhous	12	
Campbell	41—304	1,500

NAGEL.

Main Line.....	25	
Branches	68	
Supplements	25	
Aerianse	247	
Ferdon	26	
Huyler	42	
Montanye	36	
Westervelt	44	
Demarest	39	
Quack. Aerianse.....	80	
Westervelt Aerianse.....	89—721	1,500

OBLENIS.

Main Line.....	74	
Branches	54	
Supplements	45	
Van Orden.....	17—190	500

TOURNEUR.

Main Line.....	36
DeVeaux Main Line.....	554
DeVeaux Branches.....	593
Supplements	165
Disbrow	54
Wight	175

	Number of Descendants Already Traced.	Estimated No. of Living Descendants.
Church	25	
Mabie	18	
Valentine	29	
Newman	85	
Strong	39	
Eaton	19	
Magee	20	
Brown	16	
Teller	34—1,862	3,000

VERVEELEN.

Main Line.....	62	
Branches	131	
Supplements	42	
Blanch	113	
Tallman	88	
Westervelt	37	
Ferdon	56	
Schuerman	156—694	2,000

VERMILYEA.

Main Line.....	371	
Branches	420	
Supplements	170	
Brown	38	
Hunt	46	
Shear	249	
Smith	35	
Teller	62	
Odell	72—1,463	3,000

WALDRON.

Main Line.....	557
Branches	365
Supplements	150
Shaw	110
Hopper	10
Forker	60
Hennion	37
Woods	30
Beckmen	150

	Number of Descendants Already Traced.	Estimated No. of Living Descendants.
Goodwin	10	
Campbell	47	
Mandeville	4	
Ostrander	33	
Henderson	19	
Byron	20	
Phillips	77	
Southwick	64	
Peterson	17	
Weiant	40	
Tipton	33	
Varick	16	
McGuire	18	
Hoyt	12	
Yates	14—1,893	10,000
		<hr/>
		43,300

The following is a list of the names of the original Harlem Patentees. All descendants are members of the Corporation,—the Town of New Harlem,—and, as such, interested in the Harlem lands and properties:

John Delavall,
 Resolved Waldron,
 Joost Van Oblinus [Oblinus],
 Daniel Tourneur,
 Adolph Meyer [Myer],
 John Spragge,
 Jan Hendricks Brevoort,
 Jan Delamater,
 Isaac Delamater,
 Barent Waldron,
 Johannes Vermilje [Vermilye],
 Lawrence Jansen [Low],
 Peter Van Oblinis [Oblenus],
 Jan Dykeman [Dyckman],
 Jan Nagel,
 Arent Harmanse [Bussing],
 Cornelis Jansen [Kortright],
 Jacqueline Tourneur,

Hester Delamater,
 Johannes Verveelen [Van Valen],
 William Haldron [Holdrum],
 Abraham Montanie [De La Montanye],
 Peter Parmentier.
 Jan Louwe Bogert.
 Johannes Benson.

The following is an alphabetical list of the branches or names of those who have married into the families of the Patentees. Any descendants of the following named are members of the Corporation,—the Town of New Harlem,—and interested in the Harlem lands through the female line of descent, having all the rights and privileges enjoyed by those of the male line who bear the names of the Patentees:

A.

George W. Abel,	Andries Albody	John Anderson,
Thomas McKay Abell,	(alias Anderson),	Samuel Anthony,
John Abbott,	G. W. Alger,	Fred R. Apgar,
Arie Ackerman,	William Allaion,	George S. Applegate,
Theo. Ackermann,	Dr. Allen,	Abraham Archer,
Garret Ackerson,	George P. Allen,	Benjamin Archer,
James I. Anderson,	John Allen,	GeresolveertArieyanse,
Elisha Adams,	Robert Allen,	Robert Armstrong,
Fred Adams,	Rosevelt G. Allen,	James W. Arrowsmith,
Hagon W. Adams,	William Allen,	A. G. Armour,
John M. Adams,	Frank Allington,	Arthur E. Ashdown,
William Adams,	Howard Alpaugh,	George Ashmore,
Elmer Adle,	Daniel Amerman,	Jacob Atwater,
Isaac Adriance,	David Anderson,	Charles Atwood,
Laverne Devilier Aiken,	James Anderson,	Abraham Auchmoody,
William Albersen,	John C. Z. Anderson,	Shirley P. Austin.

B.

David Babcock,	Joseph Betts,	Montraville Bronson,
William L. Babcock,	Samuel Beyea,	James Brooks,
John Backhous,	John W. Bibbins,	Martin VanB. Brooks,
Jacob N. Bacon,	Horace Billows,	Samuel Brooks,
Henry S. Badolet,	Joseph H. Birdsall,	Charles Broot,
Nathaniel Bailey,	Joshua Bishop,	Frank T. Brough,
Reilly Baird,	Edward B. Bissett,	Cornelius T. Brouwer,
Abram P. Baker,	Eugene W. Bladgett,	Abraham Brower,
O. A. Baker,	Samuel Blain,	Theophilus Brower,
William Baker,	John Blank,	John Brower,
Willis Balden,	Cornelius Blauvelt,	Henry Browers, Jr.,
Henry Baldridge,	Henry Blauvelt,	Brown,
Orin Baldwin,	Hubartus Blauvelt,	Charles Brown,
Benjamin Banks,	Isaac Blauvelt,	David Brown,
George Banner,	Jacobus Blauvelt,	Eavourt Brown,
Peter Banta,	James Blauvelt,	Eugene Brown,
David Banta,	Nelson Blauvelt,	Frank B. Brown,

Derck S. Banta,	Teunis Blauvelt,	Frederick Brown,
Hendrick J. Banta,	James Bleecker,	George E. Brown,
John J. Banta,	Nathaniel Boardman,	Hendrick Brown,
Peter Banta (Band),	Thomas C. Bodine,	Isaac Brown,
Peter Banta,	Edward Bogert,	Jacob Brown,
Richard Barber,	Cornelius Bogert,	James Brush,
Johannes Barhyte,	Martin Bogert,	John H. Brush,
David Barkins,	David Boice,	Gerrit Bruyn,
Everett M. Barkley,	William Bolmer,	Alanson F. Bryant
Rev. Edward F. Barlow,	David Bonnett,	Henry E. Bryson,
Charles P. Barnes,	Seth Bonnett,	Sylvester Buchmour,
James Barnes,	Frank Boone,	Abel Buel,
Willett Barnes,	Cornelius Booraem,	Charles Buell,
Edward Barr,	Irving D. Booth,	Luther H. Buell,
Gerard M. Barretts,	John Booth,	Benjamin S. Buhl,
James H. Bartholomew,	John Boots,	Alexander Bulen,
Elijah Barton,	Samuel G. Booz,	Nathan Bull,
James Barton,	Robert Bogardus,	William Bullis,
Miles Oakley Basley,	Ashel Bostwick,	Abram Bulson,
John Bass,	Stanley Bostwick,	John W. Bundy,
Obadiah Beardsly,	L. H. Bosworth,	Frank Bunting,
Rev. Seth W. Beardsley,	William Botorf,	Dr. Thomas B. Burd,
James Beattie,	John D. Bough,	Isaac Burgaw,
Don Alonzo Beck,	Thomas Boughton,	Charles Burgdorf,
Martinus Becker,	Charles W. Bouren,	Charles Burinells,
Martin Beekman,	Thomas Bowie,	William D. Burnett,
Adam Bell,	Robert Boyle,	Dr. ? Burnham,
Richard Bell,	Isaac M. Bradbury,	C. S. Burt,
James S. Bellis,	William Bradbury,	Valentine V. Burtis,
John P. Bender,	Harry Ellsworth	John B. Burton,
John Benjamin,	Bradley,	Henry Bush,
Nelson Benjamin,	Henry K. Bradley,	Jeremiah Bush,
John D. Bennett,	Abraham Brasher,	Nelson Bush,
Adolph Benson,	Derick Bratt, Jr.,	Samuel A. Bussick,
Benjamin Benson,	Francis Brazier,	Aaron Bussing,
Lawrence Benson,	William Braymen,	Abraham Bussing,
Matthew Benson,	Roger Bresba,	Arent Harmanis
Samson Benson,	William Breath,	Bussing,
William Gustavus	Abraham L. Brenton,	John Bussing,
Bentley,	Henry Brevoort,	Peter Bussing,
William H. Benton,	George Brice,	John Buys,
Johannes Berck,	George F. Brickel,	Robert R. Byers,
Abram Bergh,	Walter Briggs,	F. K. Byrkit,
B. H. Berkaw,	Stephen Brinkerhoff,	Edward Byrnes,
Jacob Berrian,	Charles Astor Bristed,	George Byron,
Nicholas Berrian,	William B. Brogaine,	
James Bertholf,	Abram N. Bronk,	

C.

Tobias Cachlin,	William Cheney,	Eugene A. Connor,
John Caden,	Stephen F. Cherrytree,	Andrew J. Conselyea,
E. H. Caldwell,	Fred Chichester,	John Conselyea,
Anthony Call,	Renssaler Chichester,	David Cook,
Benton Callard,	Dr. Frank Childs,	William Cook,
Hendrick James	S. W. Childs,	Jacob Cool,
Cammega,	Joseph S. Choat,	A. J. Cooley,
Christian Cammel,	Jacob Cholwell,	Leonard Coonley,
Adolf W. Campbell,	David Christie,	Frederick W. Coollidge,
David F. Campbell,	Stephen Christie,	Daniel Coon,

David F. Campbell,	John Chrystie,	Benjamin Cope,
George V. Campbell,	DeWitt C. Church,	Robert Hamilton
Dr. John R. Campbell,	L. M. Churchwell,	Corbert,
Dr. John W. Campbell,	John J. Cisco,	Sidney Corbett,
Lucas Campbell,	Thomas Clancy,	John Corrie,
Peter D. Campbell,	Benjamin Clapp,	Andrew Corsa,
Robert Campbell,	Cornelius Clark,	Charles Corsa,
Thomas Campbell,	Daniel D. Clark,	Aren Cortright,
William Campbell,	John G. Clark,	Samuel Corum,
William D. Campbell,	Moses Clark,	Henry B. Corwin,
William H. Canfield,	Nathan E. Clark,	John Cory,
Dr. James S. Cannon,	Patrick Clark,	Samuel Cosgrove,
Abraham Cantein,	Thomas J. Clark,	George L. Cottle,
Daniel Cantine,	Thomas Clark,	John Cowenhoven,
Charles R. Capps,	Gerardus Clarke,	John C. Covert,
Joseph Carle,	David J. Claus,	John Cox,
James L. Carisle,	Walter C. Cocheron,	Thomas Cox,
Simon Carlock,	—— Cochran,	Aaron G. Crane,
Isaac Carmen,	Hiram Coddington,	Thomas S. Crane,
George Carpenter,	Thomas Codington,	Edgar Cranson,
P. H. Carpenter,	John Coe,	Daniel Crassman,
James Carteret,	Isaac Cole,	James Creed,
Charles Carson,	Peter W. Cole,	Samuel Crieger,
John Carwright,	George Coldwell,	Charles D. Crittenden,
Robert Case,	Philetus Coleman,	William J. Crolins,
Ashbill R. Catlin,	William Colwell,	James M. Cross,
James H. Caulkins,	Winfield S. Colwell,	Shubel Cross,
Edwin B. Chamberlain,	Frederick K. Conduct,	Nicholas Cruger,
Volney Chapin, Jr.,	Daniel M. Conklin,	James J. Crum,
William Chappell,	Matthew Conklin,	Samuel D. Crumb,
Martin Chase,	Stephen Conklin,	W. W. Cutshall,

D.

James Davidson,	Peter Delamater,	John Doble,
William Darvall,	J. Henry Dellicker,	F. B. Dodds,
John Davenport,	Christian De Marer,	John Doe,
Silas David,	Ira Demarest,	William Donaldson,
Jabez H. Davis,	Joseph Demarest,	John J. Doolittle,
Dr. James Davis,	Peter Demarest,	Fernando Dor,
Lyman H. Davis,	Samuel Demarest, M.D.	George Doremus,
Jefferson Davidson,	Nicholas D. Demarest,	C. R. Doughty,
Samuel Davidson,	Jacob Demmerest,	Eugene Doughly,
Albrid M. Davis,	William I. Denglar,	Thomas Doughty,
Hugh M. Davis,	Joseph Dennis,	John Dove,
Senall S. Davis,	R. W. Dennis,	G. Downing,
Albert L. Dawson,	Dr. Daniel Dennison,	Francis W. Downs,
Edward Dawson,	Henry M. Denton,	—— Drake,
John Dawson,	Chester De Puy,	Nelson H. Drake, M.D.
Isaac Day,	John Derby,	James H. Dresser,
John Q. Adams Day,	John Derbyshire,	Ephraim Dubois,
Orsimus D. Day,	David De Voe,	James Duboise,
Capt. Joseph P. Dean,	John De Voe,	Conrad Du Boys,
Moses Dean,	Joseph De Voe,	F. M. Duckwity,
Isaac De Baun,	David Devoor,	Alonzo Douglass,
Zena De Bevoise,	John De Voor,	Abraham Dumont,
Charles Debost,	Charles Dewitt,	Claude Duncan,
John L. Decker,	Cornelius De Witt,	N. B. Duncan,
Stephen De Clark,	Daniel Dexter,	George B. Dunfee,
Derick De Clerck,	Elias Dexter,	William Dunlap,

Elbert Degraff,
Elias De Grush, Jr.,
Peter V. De Hart,
Daniel De Klerck,
Abraham Delamater,
Bradley M. Delamater,
Jr.
Capt. Isaac Delamater,
Jacob Delamater,

Dr. Daniel Deyo,
Charles Dickenson,
Christian Diemer,
John G. Dietz,
Philip Dietz,
Joseph Dillentash,
Felix V. Dillon,
George R. Dingee,
Burton C. Dinius,

Benjamin Dunning,
Jacob Dunton,
John Duryee,
James Dutcher,
Frederick Dyckman,
Jacob Dyckman, Jr.,
John Dykeman,
John (Johannes)
Dykeman,

E.

Charles Earle,
Thomas Eckerson,
Ulyses D. Eddy,
Daniel Edge,
Samuel Edgerton,
John Edmonds,
W. I. Edson,
James Edward,
Anthony Edwards,
George W. Elder,
Dr. John A. Elkinton,
George W. Ellison,

James Ellsworth,
John S. Ellwood,
Jacob Elmendorf,
Jan Elmendorph,
Matthew Elmendorf,
William Elting,
John Elwell,
Charles R. Ely,
Cornelius Emans,
Romeo Emerson,
Abijah Emmerson,
William Enderby, Jr.,

Johannis Enderson,
Joseph G. Enright,
John Erving,
Edward Esler,
Jacob E. Etzell,
James M. Everhart,
J. B. Evans,
George W. Evens,
Alexander Exceen,
John C. Ten Eyck,
Henry Fanning,
S. B. Fares,

F.

John C. Farrington,
James C. Faulkner,
Peter Felen,
Jacob Felter,
Warren Felter,
William Felter,
William F. Feters,
William P. Felter,
Nicholas Few,
Benjamin Finch,
Joseph Fink,
Benjamin Fisher,
Benjamin Flanders,
William Flandrean,

Joseph Flannagan,
William L. Flannagan,
Jacob Flecboom,
Joseph Fletcher,
Alexander Forbes,
Capt. Forbes,
Charles D. Forbush,
George Forker,
Fosdick,
John Foshay,
Charles Foster,
Edward Foulkes,
John Fountain,
Charles Fowler,

George Fowler,
John Fowler,
Milan Fowler,
Wilson L. Fox,
William G. Frear,
Abraham Freelon,
Harry T. Freeman,
Ephreum Frost,
Abraham Fulper,
John C. Fuller,
William H. Furman,
Henry Fyren,

G.

Robert Galbraith,
Andrew Gale,
Hiram L. Gale,
David Galentine,
Francis D. Gallatin,
John R. Gamble,
Joel Ganung,
William B. Ganson,
Jacob Gardener,
Barent Gardenier,
John Gardner,
Tobias L. Garner,
Ephraim P. Garrison,
Gilbert Garrison,
Jacob I. Garrison,
Elanathen Gates,
Samuel Gautier,

William George,
Jacob Gerritsen,
H. D. Gibbs,
Charles Gilbert,
Charles E. Gilbert,
John Gilbert,
William Gilbert,
Harvey C. Gilchrist,
James Gillespie,
John Goetcher,
George W. Goetchins,
Benjamin Goewey,
David Godwin,
Louis J. Goldsmith,
Henry Goodwin,
Jame Gorden,
Nicholas Gouverneur,

John Gray,
Rev. William Gray,
Dr. James Green,
Jonas Green,
John A. Green,
Stephen Green,
John Greenfield,
John E. Greenleaf,
William Gresimer,
Austin Grey,
George F. Griffin,
George Groora,
Joseph Grosvenor,
George S. Guinnison,
I. Voorhees Gulick,
William R. Gulick,
Henry Guliger,

Sewell Gawer,
Peter Gendron,
Nicholas Groesbeck,
Daniel George,
Robert George,

David Graner,
Bradley F. Granger,
Roswell Granger,
John Graves,
William Graves,

John Bath Gully,
William B. Gundrey,
Patrick Gunn,
Lewis Guyon,
Reuben Gypson,

H.

Francis Hagerman,
Samuel J. Hake,
Alonzo Hale,
——— Hall,
Andrew Hall,
Charles Hall,
Rev. E. C. Hall,
John T. Hall,
James M. Halleck,
Jacob Hallenbeck,
Samuel J. Hallet,
Cornelius Halliday,
Jacob Ham,
Joseph R. Hamer,
Charles S. Hamilton,
Edward Hamilton,
Horace Hamilton,
Warren Hamilton,
G. A. Hamlin,
John Wells Hammon,
Jacob Dewitt

William Harven,
John Harvey,
Dr. Charles Hasbrouck,
Tobias Hasbrouck,
William H. Hasson,
Henry Havell,
Sylvanus Haverly,
Henry O. Havermeyer,
Charles A. Haviland,
De Witt C. Hays,
William Hazelton,
Charles W. Heafford,
John W. Heck,
Ide Heimion,
Henry A. Hemstreet,
James M. Henderson,
W. Henderson,
Oblenus Hendricks,
H. Heniques,
Nicholas Hennison,
Joseph Henry,
George A. Herzer,
Capt. John Heyliger,
James Hiatt,
Thomas Hiatt,
Henry Hickman,
David Stafford Hickox,
Hon. Whitehead Hicks,
William C. Hicks,
Joseph H. Higgins,
William F. Higgins,
Henry C. Higginson,
Edwin Higley,
William H. Hildreth,
John Thomas Hill,
Allen Hilliker,
James Hilliker,
Edward Hinch,
John Hinchman,
Jacob Hinds,
Abel Hine,
Patrick Hine,
D. S. Hines,

John Hitchen,
Noell Hitchcock,
John Hoever,
John Hofford,
William Hogland,
John Holbert,
Sinus Holland,
George Holmes,
John Holmes,
John Hoogland,
Wilhelmus Hoogteling,
Jeremias Hoogtelingh,
Emanuel Hoover,
John Hopper,
Yellies Hopper,
Samuel Hopping,
Harvey Horton,
Henry R. Horton,
Melvin Horton,
George Houghtaling,
Samuel B. House,
John Howard,
Walter Howard,
M. W. G. Howell,
John Howlett,
Charles Hoyt,
Edgar Hoyt,
Captain Eunis Hoyt,
William P. Hubbard,
Robert Brick Hudson,
Isaac Huff,
Ely Hull,
Robert Hull,
William Humes,
Benjamin Humphrey,
David Humphrey,
Frederick A. Humphry,
James Hunt,
Charles Hurd,
Smith Hurlbut,
J. Hutchinson,
Millard Hyatt,
William Hyer,

Hammond,
Wilfred B. Hanmore,
John Wilkinson Hanson,
Henry Harden,
Abraham Haring,
Abram Haring,
Frederick Haring,
Nicholas Haring,
Peter D. Haring,
Samuel Haring,
John B. Harned,
John Hendrick Harper,
Joseph Harrington,
Benjamin Harris,
George B. Harris,
John Harris,
Thomas Harris,
William H. Harris,
Morris Harrison,
Marshall B. Hart,
James Hartell,
Jacob Harter (Herder),

I.

Hiram W. Ingersoll,
Smuel Dana Ingraham,
Charles N. Ironsides,

James Iseman,
Isaac Iselstein,
John Ives,

Ralph O. Ives,

J.

W——— J———?
Jabez Jackson,

Hon. Nathaniel Jarivs,
Thomas Jenkins,

Edward Johnson,
George Johnson,

James K. A. Jackson,	Lemuel S. Jenks,	Jacob J. Johnson,
Jacob B. Jackson,	Thomas Jennings,	Jonathan Johnson,
Joseph Jackson,	Nicholas Jerolamen,	Dr. W. R. Johnson,
William Jackson,	Abram B. Jersey,	Rev. Josiah Johnston,
Frank Jacobs,	Winfred Jersey,	William Johnston,
Egbert Janzen,	Edward H. Jessup,	Andrew Jones,
Daniel Jarvis,	John Jewell,	John D. Jones,
Elias Jarvis,	David Johnson,	Samuel Jones,

K.

Pierre C. Kane,	——— Kimberly,	Henry J. Knapp,
A. Kauterman,	Charles F. King,	Moses L. Knapp,
David Kay,	Ruful P. King,	Reuben Knapp,
Hamilton M. Keefe,	J. W. Kingsley,	Isaac Knight,
William F. Keeler,	Clalon P. Kinna,	William Knight,
Joseph Keeley,	R. M. Kinnear,	James I. Knowlton,
Murray L. Kellogg,	G. L. Kinney,	Thomas Knox,
John Kennedy,	Joseph D. Kinney,	Barent Kool,
David Kent,	Win Kinney,	Jan Kool,
John Kent,	Maurice Kinsey,	Lawrence Kortright,
Patterson Kerr,	David S. Kirkpatrick,	Walter Kraft,
William Ketcham,	Joseph Kissam,	Reuben C. Kraig,
John Keyes,	Mouris Klaerwater,	William Kriessel,
Aldert Kiersted,	——— Knapp,	Frazure Krips,
John S. Killman,	Freeborn Knapp,	Gysbert Krom,

L.

George A. La Bar,	Moses Le Count,	John Lockhart,
Hueston Labaw,	Dr. Charles Lec,	Levy Lockling,
David LaFontaine,	John D. Leffingwell,	Alva Lockwood,
John Lake,	John Leggett,	Frederick W. Loew,
Abraham D. Lamb,	John Leggett, Jr.	George Lombard,
Conrad Lamberte,	Samuel Legrange,	Derick Looten,
Rufus Lamereaux,	Thomas A. Lennox,	Remy Lorreaux,
Ira Lampson,	Abraham Lent,	John Lott,
Rev. William Lamson,	Charles Lester,	Willett Lounsbury,
William F. Landrine,	Elija T. Lewis,	Jacob Lovejoy,
John J. Lang,	John Lewis,	Albert Low,
——— Lanigan,	Abraham Leydecker,	Cornelius Low,
Augustus Lasher,	Albert Leydecker,	David Low,
——— Latham,	Benjamin Lightbourne,	John Low,
Daniel Lawrence,	Oscar L. Lincoln,	William Lowry,
Oscar Lawrence,	William N. Lindmark,	Peter Lozier (Lishier),
P. Lawrence,	Orlando Lines,	William Lozier,
Tobias Lawrence,	George J. Linkletter,	William W. Lu, Jr.,
David Lawton,	Richard H. Lippincott,	Thomas P. Lushbaugh,
James Leach,	L. K. Lippman,	Dr. William T. Lusk,
Leonard Leah,	Samuel L. Liscomb,	Joshua G. Lute,
Benjamin Leak,	Lewis Litchfield,	Cornelius Lydecker,
Jermima Leary,	Theron N. Little,	Ryck Lydecker,
George Le Baron,	Daniel Livingston,	Joseph Lyman,

M.

——— Mabie,	David D. Meyer,	Jonathan Morey,
George Mackey,	of Fishkill,	James Morgan,
Renssaerelville, N. Y.	John Meyer,	Joseph S. Morgan,
Charles S. Macey, M. D.	Peter Meyer,	Elisha Morrell,
Henry Madden,	Joris Middagh,	John Morrell,

Adolph Magra,	Frederick Mienerssen,	Melvin Morris,
Joseph Mand,	Daniel C. Millard,	Alexander Morrison,
James J. M. Mandeville,	Rev. Philip Milledoler,	George W. Morton,
Matthew Mandeville,	Andrew Miller,	John Mosher,
Henry N. Mann,	Benjamin Miller,	Elisha Moss,
Jacob Peter Manselle,	Henry Miller,	Barton Mott,
Samson Marks,	James Miller,	Henry Mott,
James Marr (or) Man,	James Madison Miller,	Adrian Moufort,
John H. Marrs,	Putnam Miller,	William W. Moulton,
—— Marsh (son of	Frances L. Mills,	Gilbert A. Munson,
Rev. Cyrus of Conn.),	Joseph Mills,	—— Murphy,
S. T. Marsh, Jr.	Joseph Mitchell,	John J. Murray,
George Marshall,	David Molenaar,	Mahlen S. Murray,
Henry Marshall,	Charles G. Moller,	Abram Musch,
William J. Mason,	Hon. James Monroe,	—— Myers,
David A. Masterson,	Henry Montagne,	John Myer, Jr.,
Dr. Rodney Mattheus,	John M. Montanye,	Joseph S. Myers,
Charles W. Maxwell,	Teunis de la Montanye,	William McConnell,
Thomas Maybee,	George Monteath,	Fred MacClaverly,
Jacob Mayer,	Abraham Montfort,	Nathaniel L. McCready,
William Mayes,	Jacob Montfort,	John McCullagh,
John Medford,	Peter Montfort,	George McCullough,
Daniel Megie,	Thomas Montgomery,	G. W. McDowell,
Joseph Megranigle,	—— Moore,	Patrick McDowell,
George H. Melville,	Edward Moore,	Thomas McDowell,
Jacob Melvin,	George F. Moore,	Willis McDowell,
Albert A. Meras,	George T. Moore,	Capt. Martin McEvoy,
Calvin Mery,	James H. L. Moore,	William McGee,
Charles Mery,	J. P. Moore,	Andrew McGowan,
Edwin Merrill,	Theodore Moore,	Capt. Daniel McGowan,
Peter Merselle,	Capt. William Moore,	Archibald McGuire,
Charles Mescroll,	Smith Moorehouse,	Joseph McGure,
Philip Mescroll,	James Moran,	William McIntosh,
Aaron Meyer,	Jacob More,	John McLean,
Abraham Meyer,	John I. Moore,	John McLeod,
Abraham Meyer,	Joseph More,	Alexander McPherson,
Jacob Meyer,	Joseph Moreau,	

N.

Reynier Nack,	Joseph Nelson,	John H. Nilley,
Herbert Nagel,	Thomas Nevill,	Salmon Noble,
Abraham Nagle,	Irving Newcomb,	John Norris,
Joseph Napier,	Joshua Newman,	Dr. James Northrop,
E. R. Nash,	Stamford, Conn.	Albert S. Norton,
Andrew Naudin	Elias Nexsen,	Thomas Nottingham,
(Nodine),	John Nichols,	Ebenezer N. Nuttman,
Byron S. Nelson,	Garrit M. Newkirk,	

O.

Henry Odell,	M. J. O'Riley,	Everet Ostrander,
Isaac Odell,	Horatio Orr,	Petrus G. Ostrander,
John Odell,	Christopher Osborne,	Charles Osterhout,
Philip Odell,	William D. Osborne,	Jesse Oothout,
C. C. Olney,	William Rose Osborne,	Fred Outcault,

P.

Abner Palmer,	Abraham Persel,	John A. Platt,
J. W. Palmer,	Samuel T. Peters,	Abraham Polhemus,

Peter Palscraft,	Charles J. Peterson,	John M. Polhemus,
Peter Parcells,	Cornelius Peterson,	Richard B. Pollard,
William Parish,	James Peterson,	Charles M. Polley,
Elisha Parker,	Nicholas Peterson,	John Poole,
Solomon Parker,	William Peterson,	Townsend Poole,
Joseph S. Parks,	Hendrick Pettinger,	Charles Porter,
William R. Parks,	J. B. Pfort,	Horace Porter, Jr.,
William E. Parrey,	Barney Philips,	Russel Porter,
William Parsel,	Capt. David Philips,	Samuel N. Porter,
Harold W. Patterson,	Noah Philips,	Abraham Post,
Dr. Josiah Patterson,	John L. Phyfe,	Hendrick Post,
Jacob Paulisse,	Johannes	Samuel Post,
Clifton Payne,	Picheltzimmer,	Isaac Potter,
— Peck,	George E. Pickett,	Frederick A. Potts,
George Peck,	John C. A. Pickett,	George Potts,
William T. Peck,	Lewis F. Pickett,	W. Rockhill Potts,
Cornelius Peek,	Daniel Pierce,	Thomas Powell,
William Peell,	John Pierce (Pearce),	Charles Pratt,
Samson Pels (Pelts),	Henry Pierson,	Jacob H. Pratt,
or Simson),	Robert P. Pierson,	Thomas F. Pruden,
Lt. John Bard	Andries Pieterse,	Oliver Puff,
Pendelton,	Klass Pieterse,	Warren Purrington,
Frederick W. Penney,	Ashar Pike,	Israel Purviance,
Johnathan Penny,	Janie Pine,	Alfred E. Putnam,
Peter Pennock,	— Pinnell,	Joseph Putney,
R. W. Perkins,	Robert L. Pirsons,	Frederick Pyer,
Hugh Perry,	Robert Pitcher,	

Q.

Adrian Quackenbos,	Reyner Quackenbush,	William Quackenbush,
Cornelius Quackenbos,	Jacob Quick,	Edward Quyer,
John Quackenbush,	Teunis Quackenbush,	

R.

John Ramsey,	Lindsay J. Riggins,	George Lewis Rogers,
Jonathan Randall,	Edward Riker,	Dr. Joseph Rodgers,
Prof. Louis C. Rauch,	John Riker,	Stephen Rogers,
Robert Ray,	John H. Riker,	Johannes Rogers,
Harry Raynor,	Matthias Riker	Samuel Rogers,
Abel S. Reed,	(Ryker),	William Rogers,
Leonard Reed,	Peter D. Riker,	William Rolsten,
Thomas L. Reese,	Daniel Riley,	John Rome
Richard J. Reeves,	George Riley,	(Hanse Romer,)
Benjamin Reid,	James Riley,	William P. Roome,
James Reid,	Michael Riley,	Isaac Roosa,
Abraham Relay,	William Riley,	Petrus P. Roosa,
George Renaud,	Emmett P. Rinnsey,	John H. Roschans,
Herbert Renville,	John Riter,	Milton Rose,
Edward Ishine	Jeremiah Roat,	William Rose,
Renwick,	Caleb Robbins,	Solomon C. Rowe,
James Renwick, LL.D.,	William W. Robbins,	A. Millo Russell,
Abram Rapelye,	Thomas M. Robertson,	Charles Russell,
Richard Rapelye,	James Robinson,	David Russel,
William Rhineland,	John Robinson,	Richard Ryal,
Joseph Rhoads,	Luther Roblæe,	William H. Ryan,
Ira A. Rhodes,	Benjamin R. Robson,	Philip Ryckman,
Capt. Amos Rice,	? Rockenstyne,	Frederick A. Ryer,
Abraham B. Rich,	Starr Rockwell,	Theunis Ryer,

Abraham Rich,
Phineas Rich,
A. T. Richards,
Thomas C. Richardson,

William Rodgers,
Franklin Roe,
Gusta Roem,
——— Rogers,

George L. Ryerson,
Abraham Ryken,
Gerardus Ryker,

S.

Silas B. Safford
(Pompey),

Samuel Salisbury,
Edward Salyer,
Joseph Sammis,
Jacob Sammon,
William Sandallan,
Albert G. Sandford,
Obadiah Sands,
John Sanxay,
John H. Saums,
John Saunders,
Henry Savage,
Joseph W. Savage,
Judson C. Sayer,
Charles E. Scarlett,
David P. Schamp,
Peter Clover Schenck,
Dirck Schepnoes,
John Schepnoes,
Peter Schermerhorn,
Samuel Schermerhorn,
Benjamin Schoed,
John Schoonmaker,
Luther Schoonmaker,
Louis Schroeder,
Jeremiah Shureman,
Henry Schwad,
Alonzo Schwartz,
Aaron Scott,
George Scott,
Bilbo B. Seaman,
Charles B. Seaman,
George E. Seamon,
William Seaman,
William Seamon,
Samuel Secor,
William Ellery

Sedgwick,

Marcus T. Seeler,
Samuel Seely,
Frank Selkirk,
Mitchell Sellars,
James Sergeant,
John G. Serviss,
Robert Seyler,
John Sharp,
Peter Sharp,
Peter Shaver,
Henry Shaw,
William Shaw,
Lt. Col. Thomas Shea,
Emory K. Sheak,

Henry Sherman,
Ricard P. Sherman,
Jonathan Sherwood,
Wesley Sherwood,
Bernard Shields,
James Shonnard,
Capt. Luke Shourd,
——— Shule,
Dr. John S. Shuler,
James Duane Shuler,
D. N. Shull,
Peter Shulters,
Johannes Sickles,
John S. Sickles,
John Sickles,
Thomas Sickles,
Zacariah Sickles,
Lafayette Silliman,
Rev. Charles E.

Simmons,

George H. Simpson,
John Sinical,
Ramson Sisson,
Sylvester D. Skelton,
David Skidgell,
Isaac Skidgell,
Thomas Slartle,
Elias Slater,
Alonzo L. Slawson,
Arthur Sleight,
Henry Sleight,
Stephen Sleight,
Tunis Sleight,
Harvey A. Sloane,
Josiah R. Sloat,
William Sloe,
John Van Slyke,
Abraham Smith,
Albert M. Smith,
Arthur Smith,
Cornelius Smith,
Rev. Ebenezer Smith,
Edward Smith,
Edward A. W. Smith,
Eugene Smith,
Henry J. Smith,
James Smith,
Jonathan Smith,
Justis Smith,
Lewis Smith,
Garret Snediker,
Platt M. Snyder,
Rev. John A. Soben,

Lexington),

Thomas Sowers,
John B. Sowle,
Gilbert R. Spalding,
William Sperrey,
——— Sprinksted,
Johannes Springsteed,
William W. Springsteed,
Carleton Spurr,
Frans Spurys,
John Stillwagon,
Abraham Stagg,
Charles Stair,
John Stanton,
Richard Stayley,
Amory Stearns,
John Stegg,
Edmund Stephens,
Thomas Stephens,
——— Stevens,
Hendrick Stevenson,
Stephanus Stevenson,
Charles W. Stewart,
Byron H. Stickney,
Abraham Storm,
Thomas Storm,
Thomas Stoughton,
Benjamin Stout, Jr.,
Benjamin Stout, Jr.,(?)
Henry Stoutenburgh,
Jacobus Stoutenberg,
John H. Stotthuff,
William Strachan,
Henry Straight,
John Straight,
Freeman Strait,
William Stratton,
William Struby,
Peter Stryker,
Henry A. Stults,
Isaac R. Stures,
John Sturgis,
Stephen Stymets,
——— Sutphen,
Alexander Sutherland,
O. S. Sutton,
George W. Sutton,
Cornelius Suydam,
John C. Suydam,
Rev. George Swain,
George Sweeny,
William Switzer,
Francis Swords,

Harvey Shelley,
Silas J. Shepard,
James Shepherd,
James B. Sheridan,

Henry Sopels,
Jacob Sopha,
Trumann Southwick,
Bloomer Sowers

C. Sykes,
Samuel Synder,

T.

Judah L. Taintor,
Bethnel Talbot,
Frank Tallman,
Isaac N. Tallman,
Isaac Tallman,
John C. Tamer,
Richard Tamos,
Job D. Tanner,
John W. Tanner,
Edward Taylor,
John Taylor,
Peter Taylor,
Robert Taylor,
Capt. Willett Taylor,
Adelbert Teachout,
Frank Teason,
Cornelius Ten Brock,
Ralph V. Ten Brock,
John Teed,
Arthur H. Temple,
Jacob Tenbroeck,
John Ten Broeck,
Peter Terhune,

Benjamin Terpenning,
Asil Terril,
Thomas Tewsbury,
Alford Thomans,
Richard Thomas,
Horatio W. Thompson,
James Thompson,
John H. Thompson,
W. B. Thompson,
R. A. Thompson,
Thomas J. Thornhill,
Conway Thornton,
Albertus Tiebout,
Teunis Tiebout, Jr.,
Christian H. Tieljen,
George W. Tilt,
George Tippet,
Joathon Tipton,
John Toles,
George W. Tollowday,
Calvin Tomkins,
D. S. Tomkins,
Emory G. Tompkins,
Frederick Tomkins,
Walter Tomkins,
Nathaniel Tompkins,
John Tourneur,
Stevenson Towle,
Robert H. Towt,
Charles Tozer,
William Travers,
William Travis,
William Tremper,
Ferris Tripp,
William F. Truelson,
William Tubbs,
William Tunison,
Jeronimus Turk, Jr.,
Bruc Turner,
Raleb L. Turner,
Hiram Tuthill,
J. B. T. Tuthill,
Jacob Tutor,
Phineas Tyler,
——— Tyson,

U.

William W. Underwood,

V.

George R. Vail,
Dennis Valentine,
Gilbert Valentine,
Isaac Valentine,
John Valentine,
Lemuel Valentine,
Smith Valentine,
John M.
Van Valkenburgh,
William F.
Vallandyham,
William Vallean,
Henry Van Aerman,
George Van Alst,
Simion Van Antwerp,
William H. Van Arnum,
Abraham Van Arsdale,
Hendrick Van Arsdale,
Dr. Peter Van Arsdale,
Leonard Vanarsdall,
Samuel L. Van Beuren,
William Ricketts
Van Cortland,
John Van Cott,

Loyd Vanderveer,
Thomas Van Dervere,
Benjamin Vanderwater,
Adam Vanderwerker,
Arent Van Deusen,
Cornelius Van Deusen,
James Van Deusen,
Johannes Van Dolsen,
William Van Dorn,
Martin V. B. Van Etten,
Vincent Van Franken,
Wilhelmus
Van Gaasbeck,
——— Van Gassbeck,
John M. Van Harlingen,
Johannes Van Horn,
Peter Van Houten,
Teunis Van Houten,
Jacob Van Houten,
James Van Keuren,
Josiah Van Keuren,
Mathews Van Keuren,
Nicholas Van Loon,
Aaron Vanderbilt,

Abraham Van Vleet,
Benjamin A.
Van Vredenburg,
Hendrick Van Wie,
Johannes Van Wyck,
Isaac Varian,
John Varick,
Olean A. Vaughn,
John H. Veeder,
Harvey Veers,
Nicholas Veghte,
William Verbrück,
John Vredenburg,
A. Vermuile,
David Verrill,
Bernardus Verveelen,
Henry Verveelen,
Sephen Viele,
William Viele,
Levi Vincent,
Warren R. Vincent,
John Vlerebome,
——— Vlereborne,
Jacob Voorhees,

Everett Vandenburg,	John R. Vanderveer,	Garret Vorhees,
John M. Vandenburg,	Elmer Vannaman,	Col. Keert Vorhees,
Nicholas Vandenburg,	Steven G. W. Van Natte,	J. H. Vorhees,
Weiant A.	Simon Van Ness,	J. I. Voorhees,
Vandenburg,	Johannes Van Nest,	John Vorheese,
John Van Deusen,	Benjamin	John R. Vorhies,
Andrew Vanderbilt,	Van Nostrand,	Pieter Vouck,
Henry W. Vanderbilt,	Jan Van Orden,	Benjamin
Jacobus Vanderbilt,	Philip Van Ornam,	Vredenburg,
Johannis Vanderbilt,	Pieter Van Scheyren,	Joseph Van Dorn
John G. Vanderbilt,	Abraham Van Tassell,	Vredenburg,
Samuel Vanderbilt,	Andries Van Tuyl,	Matthias Vredenburg,
Tolkert Vanderburg,	Abraham Van Valen,	Jacob Vroman,
Cornelius Vanderhoef,	Barnardus Vanvalen,	Gysbert B. Vroom,
Jacob Vanderpool,	Daniel Vanvalen,	of New Jersey,
John Vanderpool,	Peter Van Veghtan,	

W.

Robert Wade,	Jacob Weeks,	John William,
Hugh Waddell,	John Weeks,	Lewis Williams,
John Wagner,	William Weeks,	Russell Williams,
Mattison Waits,	George Weiand,	Thomas Williams,
Irving Wakeman,	Peter J. Weiand,	William Williams,
Nathan Waldo,	Saul Weiand,	William H. Williamson,
Johannes Waldron,	Francis Weis,	Abner Wilson,
Johannes B. Waldron,	E. T. Wilson,	Rev. Drake Wilson,
Johannes Waldron, Jr.,	Samuel Wescott,	George Wilson,
John Waldron,	Francis Wessel,	James Wilson,
Peter Waldron,	Charles H. Wessels,	James A. Wilson,
Petrus Waldron,	Wessel Wessels,	John Wilson,
Pieter Waldron,	Jacobus Westervelt,	William G. Wilson,
Resolvert Waldron,	Robert Westgate,	Philip Winegar,
Samuel Waldron,	Fred Welty,	William Winter,
William Waldron,	Robert Whaley,	Dr. Gabriel Wisner,
Lewis Walker,	William Whaley,	William Wisner,
George L. Wall,	William Whare,	John F. Whitbeck,
Dirck Wannemaker,	Albert Westervelt,	Joseph Wollon,
Ward,	Benjamin White,	Gabral Wolverton,
Robert C. A. Ward,	Edward F. White,	Wood,
Gabriel Ward,	William E. C. White,	Anthony Wood,
Job Warfoot,	Ivory White,	James Wood,
Clarkson Warne,	James H. White,	Clarence Woodford,
George Warner,	John White,	George C. Woodhull,
James Warren,	Joseph Whitenach,	Charles Woodruff,
Matthias Warner,	Albert Whitlock,	Isaac Woodruff,
William H. Warner,	Ezekiel Whitney,	George Woods,
William Warren,	David C. Whyte,	Woodward,
Henry B. Washburn,	John N. Wickes,	Benjamin Woodward,
Hiram M. Waterman,	Edwin J. Wilcox,	Ellis Wool,
Jeremy Waterman,	Joseph Wildey,	William J. Woolsey,
James Webster,	Joseph Wilkie,	C. W. Wormington,
A. R. Waters,	Amos R. Weller,	Ellis Worthington,
William Watkins,	Archie Williams,	Charles Wright,
Isaac B. Watts,	Charles Williams,	George Wyckoff,
John Webb,	Elam Williams,	

Y.

Cornelius Yates,	Capt. George Young,	Moses Young,
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Peter Yates,
Stephen Yeury,

James S. Young,
John J. Young,

Samuel Young,

Z.

Jacob C. Zabriskie,

John M. Zane,

Peter Zenger.

Appendix H.

KEY TO RIKER'S MAP.

The square at the left of the Harlem line marked "Theunis Ides' land," was obtained by Theunis Ides "apparently by buying up the title to several lesser grants" (Riker, page 443). The tract comprises 460 acres, extending from 89th Street to 107th Street, and from Eighth Avenue to the Hudson River.

On the right of Theunis Ides' land is "Jacob De Key's land," granted to Jacob De Kay on July 21st, 1701, by the Mayor, Aldermen and Commonalty of the City of New York, for £237. (Riker, page 444.)

The "H. Bosch" triangle, next to Jacob De Kay's land, was granted and set off on July 9th, 1677, to Hendrick Bosch by Governor Andros, who also gave Shotwell, Young and Bennet the three lots bearing their names between Avenue B and Second Avenue, opposite Blackwell's Island. (Riker, page 383). These latter were Harlem's property, being included under the Harlem Patents.

The triangle designated as "Harlem Commons," north of the three lots just named, and lying along the Harlem line, was sold in 1825 to Dudley Selden for \$25,500 by the Town of New Harlem (See Appendix E).

"The 10 lots," (Hoorn's Hook) opposite the upper end of Blackwell's Island, were allotted in 1677 by the Town of New Harlem to the following persons:

- | | |
|--------------|--------------------------|
| 1. Meyer | 6. Bogert |
| 2. Low | 7. Tourneur |
| 3. Verveelen | 8. Waldron |
| 4. Delamater | 9. Boch (Later Oblinus') |
| 5. Vermilye. | 10. Oblinus |

The next main division by the Town of New Harlem was Montagne's Flat, northeast of Theunis Ides' land. This flat, which Dr. Montagne, the pioneer settler, called Vredendal (i. e.

"Quiet Dale," see page 4) was divided up by the Town of New Harlem among the following:

1. Kortright
2. Low
3. Demarest (later Kortright's)
4. do do
5. Tourneur
6. Meyer
7. Bussing
8. Benson

Montagne's Point (called by the Indians "Rechewanis") was granted by the Town to Jan Montagne, Jr., who, in turn, sold the land to Jan Louwe Bogert, on May 16th, 1671.

Across Montagne's Creek (108th Street and Harlem River) from Montagne's Point lay Van Keulen's Hook (called by the Dutch "Otter-spoor"). This was divided by the Town among the following inhabitants:

1. David du Four (later Haldron's).
2. Jan Cogu (later Waldron's).
3. Lubbert Gerritsen (later Benson's).
4. Michael Zyperus (later Verveelen's).
5. Tourneur.
6. Sigismund Lucas (later Low's).
7. Jan Slot (later Verveelen's).
8. do do
9. do do
10. Philip Casier (later Oblinus').
11. Jean Gervoe (later Delamater's).
12. Simon de Ruine (later Bussing's).
13. Adam Dericksen (later Delavall's).
14. Jaques Cresson (later Nagel's).
15. Nic. De Meyer (later Kortright's).
16. David Uzille (later Brevoort's).
17. Dirck Claessen (later Tourneur's).
18. Jan Sneden (later Tourneur's).
19. Jan de Pre (later Montagne's).
20. Pierre Cresson (later Brevoort's).
21. Jacques Cousseau (later Tourneur's).
22. Jean le Roy (later Delavall's).

Lot number 22, at the west end of the Hook, was later the site of Delavall's grist mill, erected in 1677. The land adjoining the mill was thereafter known as the "Mill Camp." Part of the Camp was sold to A. Bussing, in 1753; but still another part of it (see map giving the "undivided" lands) is still undisposed of (Riker, p. 591).

North of Van Keulen's Hook was the village site (see village map facing p. 57), beginning on the line of 125th Street and the Harlem River and running west to Lexington Avenue and 117th Street.

North of the village lay Jochem Pieter's lots (called by the Dutch Zegendal, i. e. Peaceful Valley), divided into 22 lots among the following villagers:

1. Tourneur.
2. Low.
3. Delavall.
4. Lubbert Gerritsen (later Meyer's).
5. Pierre Cresson (later Brevoort's).
6. Meynard Journee (later Nagel's).
7. Demarest (later Montagne's).
8. Waldron.
9. Karsten (later Nagel's).
10. Verveelen.
11. Jean le Roy (later Oblinus').
12. Delavall.
13. Oblinus.
14. Delamater.
15. do
16. Nagel.
17. Tourneur.
18. Kortright.
19. Delavall.
20. do
21. do
22. do

Beyond Jochem Pieter's lots, to the north, lay the "New Lots" (at about 138th Street and the Harlem River) which were distributed thus:

- | | |
|---------------|---------------|
| 1. Brevoort. | 6. Kortright. |
| 2. Delamater. | 7. Meyer. |
| 4. Waldron. | 8. Oblinus. |
| 5. Bussing. | 9. Waldron. |
| 10. Waldron. | |

By mistake or otherwise (Riker p. 585) the "New Lots" "encroached three lots on the 'Jochem Pieter's old lots.'" To remedy this the Delavall heirs were given the adjoining Island, thereafter known as "Carteret's Island," lying to the east of the "New Lots."

In the early part of 1687, the Magistrates, concluding to sell "the piece of land called Gloudie's Point," Resolved Waldron

bought it for his son Barent. Thirteen years after (March 7th, 1700) Barent obtained a deed from the Town for this property, which he occupied until 1740. It was afterward known as the "Bussing Point Farm."

All underscored figures (see footnote on map) denote the division of 1691 among the following:

1. Tourneur.	10. Kortright.	18. Waldron.
2. Tourneur.	11. Delamater.	19. Oblinus.
3. Waldron.	12. Waldron.	20. Oblinus.
4. Meyer.	13. Tibout (later	21. Waldron.
5. Vermilye.	Dyckman's).	22. Kortright.
6. Brevoort.	14. Dyckman.	23. Montagne.
7. Tourneur.	15. Low.	24. Dyckman.
8. Bussing.	16. Holmes.	25. Bogert.
9. Delavall.	17. Haldron.	26. Delamater.

The allotment of 1712 was divided into four parts. The first division is designated on the map by a dot before each number (see map footnote). Number I of this division began southwest of Mt. Morris Park, about the intersection of 110th Street and Fifth Avenue, on the line of the old village Indian trail, and was allotted among the following:

.1. Waldron.	.8. Delavall.	.15. Meyer.
.2. Benson.	.9. Oblinis.	.16. Sickels.
.3. Nagel.	.10. Delamater.	.17. Montagne.
.4. Kiersen.	.11. Bussing.	.18. Low.
.5. Kortright.	.12. Benson.	.19. Congreve.
.6. Waldron.	.13. Tourneur.	.20. Vermilye.
.7. Waldron.	.14. Tiebaut.	.21. Dyckman.

SECOND DIVISION, 1712.

1. Kortright.	7. Congreve.	13. Waldron.
2. Waldron.	8. Benson.	14. Tourneur.
3. Kiersen.	9. Nagel.	15. Tiebaut.
4. Low.	10. Meyer.	16. Delavall.
5. Waldron.	11. Oblinus.	17. Dyckman.
6. Vermilye.	12. Sickels.	18. Benson.
19. Delamater.	20. Bussing.	

THIRD DIVISION, 1712.

1. Waldron.	4. Benson.	7. Waldron.
2. Tourneur.	5. Low.	8. Kiersen.
3. Vermilye.	6. Waldron.	9. Tiebaut.

10. Dyckman.	13. Bussing.	16. Meyer.
11. Congreve.	14. Delamater.	17. Kortright.
12. Nagel.	15. Delavall.	18. Benson.

FOURTH DIVISION, 1712.

1. Benson.	7. Kiersen.	13. Tiebaut.
2. Kortright.	8. Bussing.	14. Meyer.
3. Waldron.	9. Delavall.	15. Vermilye.
4. Dyckman.	10. Nagel.	16. Congreve.
5. Tourneur.	11. Low.	17. Delamater.
6. Waldron.	12. Waldron.	18. Benson.

The tract marked Peter van Oblinus (on the Hudson River about 129th Street) was common land just prior to the division of 1712. How it came into the hands of the son of Harlem's surviving patentee, Joost van Oblinus, is not clear.

In March, 1696, Kiersen obtained the signature of "every inhabitant of the Town" to a paper granting him "a half-morgen of land from the common woods. . . ." This spot, marked "Kiersen," is situated between 159th and 163d Streets, running from Kingsbridge Road to the edge of the cliff over-looking the Harlem River, now known as the site of the Jumel Homestead. (See picture of the Jumel Homestead, facing p. 128.)

Northeast of the third division is located Sherman's Creek (200th Street on the Harlem River); and northeast of this the Jansen and Aertsen patent, as it was called. The land under this patent fell to the lot of Dyckman and is even now known as the old Dyckman homestead property. Between this and the "Common Land, 1712" (225th Street) lay five lots, allotted to:

1. Vermilye (later Dyckman's).
3. Boch (later Dyckman's).
2. Nagel (later Dyckman's).
4. Dyckman.
5. Dyckman.

The "Common Land, 1712" (at the end of the Island), first granted for Verveelen's use as town ferryman, was later, by a vote of the Magistrates, on August 10th, 1677, set apart as a Town lot; but this piece of property, which first came to notice in Harlem's history as part of the Matthys Jansen patent, was finally allotted to Dyckman.

For a description of the six lots (Dyckman's), running from Tubby Hook at 205th Street and the Hudson River to Spuyten Duyvil Creek, see Riker, p. 510.

The triangle marked "G" on the Hudson River, between 203d and 205th Streets is "undivided land," never allotted or appointed by the Town of New Harlem. (See map showing undivided lands).

KEY TO VILLAGE MAP.

KEY TO THE ERVEN.

On the erven, designated by letters, lived most of the patentees, as follows:

<i>a.</i> Montagne.	<i>l.</i> Verveelen.
<i>b.</i> Demarest.	<i>m.</i> Low.
<i>c.</i> Delamater.	<i>n.</i> do
<i>d.</i> do	<i>o.</i> Delavall.
<i>e.</i> Kortright.	<i>p.</i> do
<i>f.</i> do	<i>q.</i> do
<i>g.</i> Tourneur.	<i>r.</i> do
<i>h.</i> Brevoort.	<i>s.</i> do
<i>i.</i> Oblinus.	<i>t.</i> Waldron.
<i>j.</i> do	<i>u.</i> Tourneur.
<i>k.</i> Adolph Meyer.	<i>v.</i> do

Bogert's erf was at Hellgate Bay.

KEY TO THE GARDENS NORTH OF THE VILLAGE.

1. Verveelen.	8. Low.
2. Tourneur.	9. Kortright.
3. Church and reader's house.	10. Delamater.
4. Graveyard.	11. do
5. Le Roy.	12. Demarest.
6. Verveelen.	13. do
7. do	14. Church Farm.

KEY TO THE OUT-GARDENS.

1. Dirck Claessen.	5. Capt. Thos. Delavall.
2. Daniel Tourneur.	6. do
3. Glaude Delamater.	7. do
4. Nicholas de Meyer.	8. do

11.	Demarest.	15.	Oblinus.
12.	Oblinus.	16.	Bussing.
13.	Jan Nagel.	17.	do
14.	do	18.	do
9.	Low.	19.	do
10.	Tourneur.	20.	do

Appendix I.

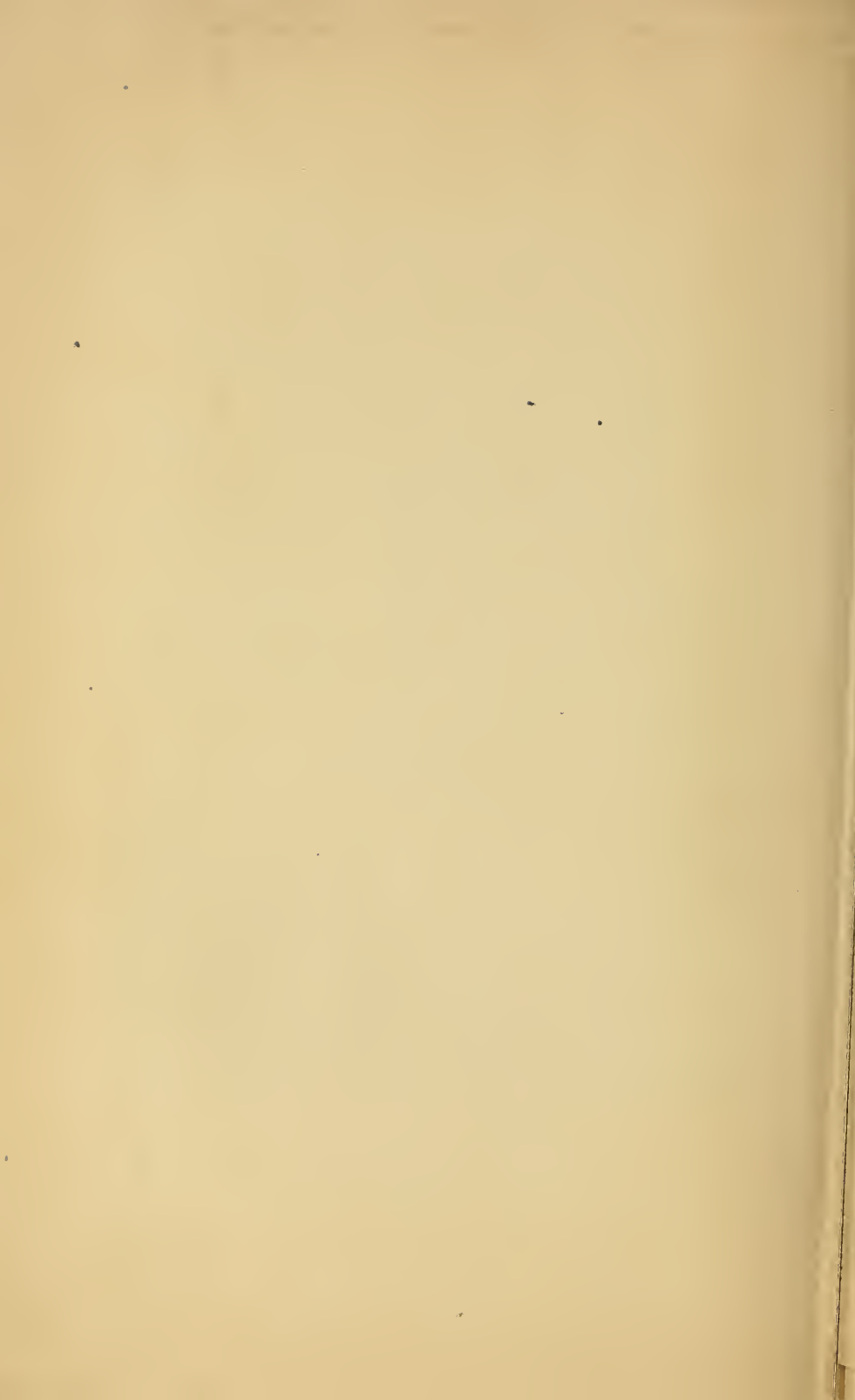
(See Map at End of Book).

RIKER'S MAP, AND MAP SHOWING THE MANHATTAN BOUNDARIES OF THE TOWN OF NEW HARLEM.

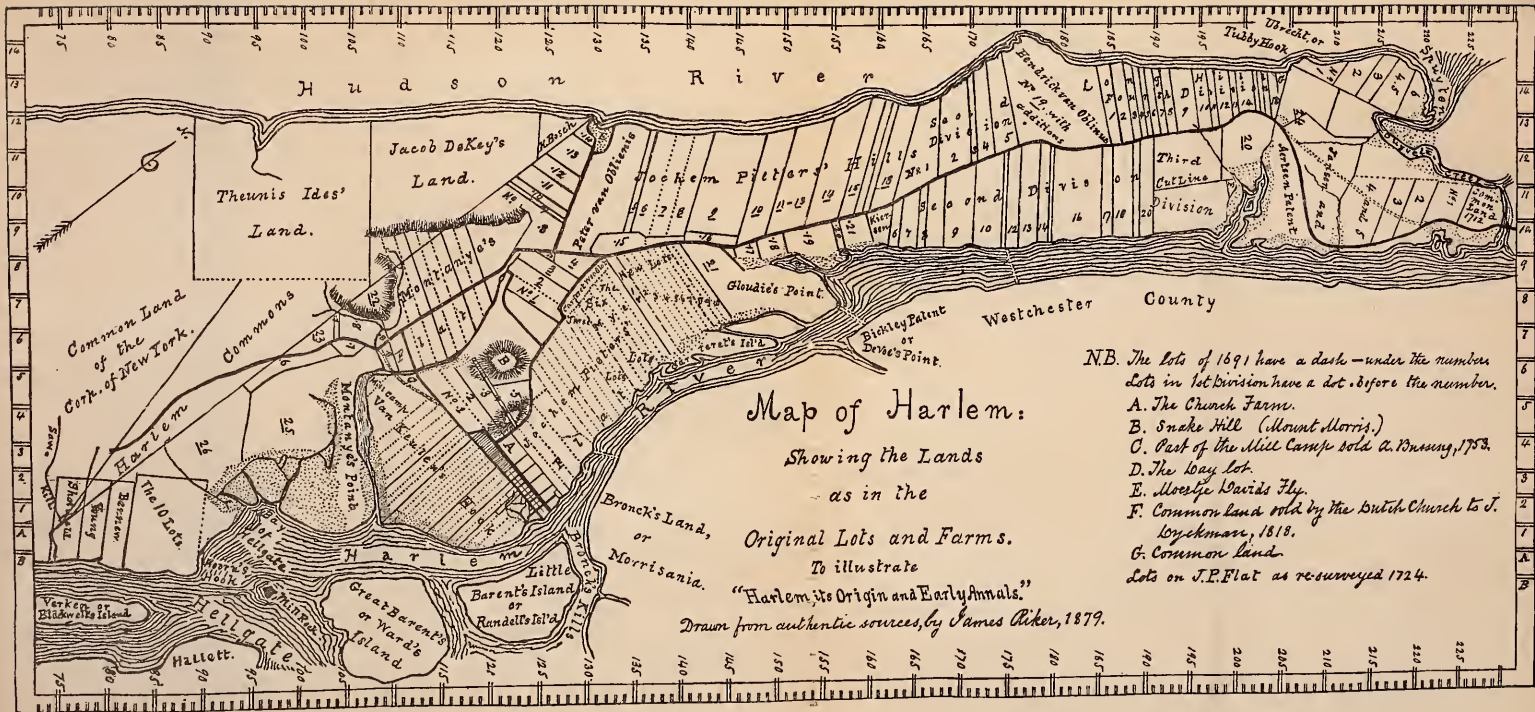


THE 8TH REGIMENT ARMORY.

THIS STATELY BUILDING STANDS ON THE CROWN OF THE HILL AT PARK AVENUE AND 95TH STREET, WHICH MARKS THE HARLEM LINE AT THIS POINT.







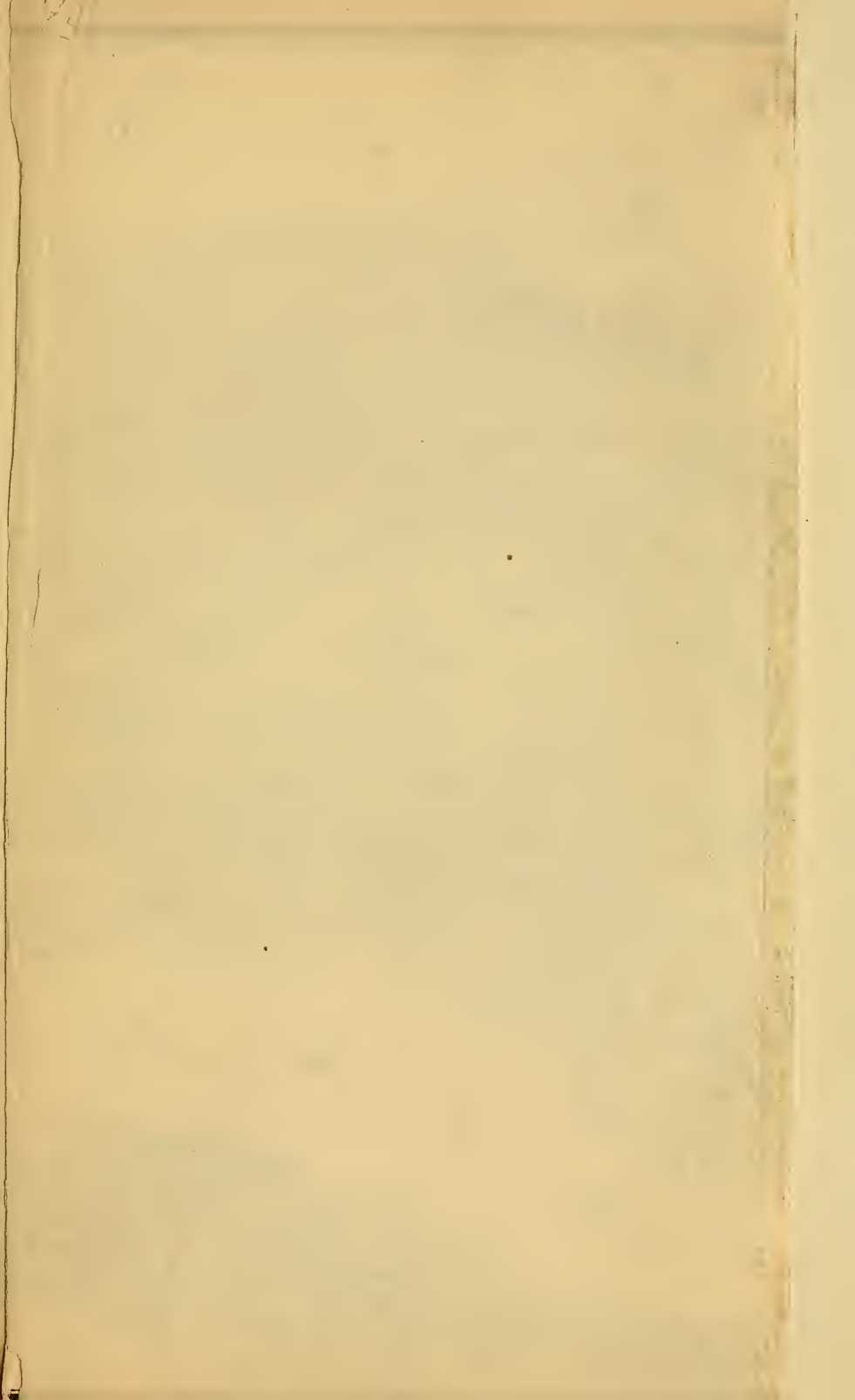
Map of Harlem:

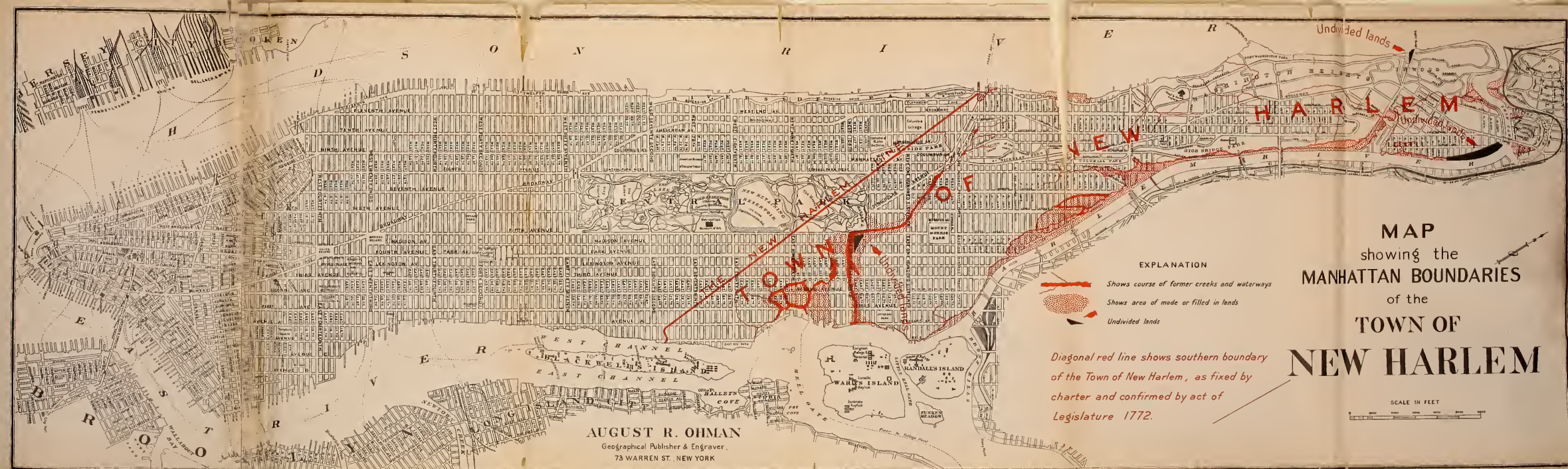
Showing the Lands
as in the
Original Lots and Farms.
To illustrate

"Harlem, its Origin and Early Annals."




Drawn from authentic sources, by James Aker, 1879.

- N.B. The lots of 1691 have a dash—under the number. Lots in 1st Division have a dot before the number.
- A. The Church Farm.
 - B. Snake Hill (Mount Morris.)
 - C. Part of the Mill Camp sold A. Bussing, 1753.
 - D. The Loay lot.
 - E. Moesje David's Fly.
 - F. Common land sold by the Dutch Church to J. Loockman, 1818.
 - G. Common land.
- Lots on J.P. Flat as re-surveyed 1724.





MAP
 showing the
MANHATTAN BOUNDARIES
 of the
TOWN OF
NEW HARLEM

- EXPLANATION**
-  Shows course of former creeks and waterways
 -  Shows area of made or filled in lands
 -  Undivided lands

Diagonal red line shows southern boundary of the Town of New Harlem, as fixed by charter and confirmed by act of Legislature 1772.



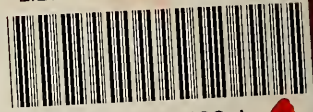
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